

436619

WOLVERINE TUBE, INC.

2100 Market Street, N.E. · Post Office Box 2202 · Decatur, Alabama 35609-2202 · Telephone 256-353-1310

May 4, 2012

Ms. Joan Tanaka, Chief
Remedial Response Branch #1, Superfund Division
U.S. EPA, Region 5
77 West Jackson Boulevard
Chicago, IL 60604-3590

Dear Ms. Tanaka:

I am writing on behalf of Wolverine Tube, Inc., a Delaware corporation ("WTI" or "we"), with our response to the General Notice and Information Request for the Chemetco Superfund Site in Hartford, Illinois, that you sent our attorney by letter dated March 8, 2012 (the "Information Request").

At the outset, as we have stated in previous correspondence with you, we believe it important to explain briefly the relationship of WTI and Wolverine Tube (Canada) Inc. ("W.Canada"). WTI and W.Canada are currently, and have always been, separate and distinct legal entities. W.Canada was an affiliate of WTI, but in 2008 the ownership of W.Canada was sold to an independent third party. Since then and until the present, W.Canada, now known as Great Lakes Copper, Inc., has been owned by that independent third party, and WTI has not had any direct or indirect ownership or control of W.Canada.

As our responses below indicate, WTI sold inert, non-hazardous commercial commodity copper and copper alloy metals to Chemetco (and other recyclers) from two of our plants. This commercial commodity was sold on the open market, with prices reflecting the market value of copper at the time, which typically changed on a daily basis. We sold the metal commodity directly to Chemetco and other recyclers F.O.B. at our facilities as a commercial transaction. We did not "send waste" or other materials to Chemetco for disposal or treatment.

In response to EPA's Information Request, we have reviewed our files, and, after a reasonably diligent search, have found the attached documents, Bates-stamped WTI0001 through WTI0062. These include documents regarding Wolverine Tube (Canada) Inc., which were in our files. The W.Canada-related documents contain an additional Bates label and begin at document WTI0022/WTI-TC0001. We have attached a privilege log regarding documents that are privileged and confidential attorney-client communications. Please note that we have redacted information pertaining to sales of other companies on WTI0008. Redacting or similar markings in any other documents was already in our file copy of the documents. *See, e.g.,* WTI0039/WTI-TC0018; WTI0032/WTI-TC0011.



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We have retained the law firm of Bradley Arant Boult Cummings LLP ("Bradley Arant") regarding this matter. Our responses to the Information Request are separate and distinct from any response provided by W.Canada. Accordingly, we write you solely on behalf of WTI.

If you have any questions concerning any of the matters set forth herein, please do not hesitate to contact David Roth of Bradley Arant at 205.521.8428.

Sincerely,

Harold M. Karp
President, Wolverine Tube, Inc.

Attachment



WOLVERINE TUBE, INC.

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EXHIBIT 1

Response of Wolverine Tube, Inc. to General Notice and Information Request for the Chemetco Superfund site in Hartford, Illinois, dated March 8, 2012.

Question 1: Provide the following information about your company ("Respondent"):

- (a) The complete and correct legal name of your company.
- (b) The names(s) and address(es) of the President and the Chairman of the Board, or other presiding officer of the company.
- (c) The state of incorporation of the company and the company's agents for service.
- (d) The name(s) of all subsidiaries, affiliates, or parent companies to your company.
- (e) The state of incorporation and agents for service of process in the state of incorporation.
- (f) The status of all subsidiaries, affiliates, or parent companies to your company.

Response 1:

- a. Wolverine Tube, Inc.
- b.
 - 1. President: Harold M. Karp

Address: 2100 Market Street, NE
Decatur, Alabama 35601
 - 2. Chairman of the Board: Steven S. Elbaum

Address: c/o The Alpine Group, Inc.
1 Meadowlands Plaza
East Rutherford, New Jersey 07073
- c.
 - 1. State of incorporation: Delaware



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2. Agent for service of process in Delaware: CT Corporation System

d.

1. 3072452 Nova Scotia Company
2. 3072453 Nova Scotia Company
3. 3226522 Nova Scotia Limited
4. DEJ 98 Finance, LLC
5. Small Tube Manufacturing, LLC
6. TF Investor, Inc.
7. Tube Forming Holdings, Inc.
8. Tube Forming, L.P.
9. Wolverine China Investments, LLC
10. Wolverine Finance, LLC
11. Wolverine Joining Technologies Canada, Inc.
12. Wolverine Joining Technologies, LLC
13. Wolverine Tube Canada Limited Partnership
14. WT Holding Company, Inc.

e. and f. **ACTIVE SUBSIDIARIES**

1. 3072452 Nova Scotia Company
State of Incorporation: Nova Scotia, Canada
Registered Agent: Charles S. Reagh
900-1959 Upper Water Street
Halifax, Nova Scotia, Canada B3J 2X2
2. 3072453 Nova Scotia Company
State of Incorporation: Nova Scotia, Canada
Registered Agent: Charles S. Reagh
900-1959 Upper Water Street
Halifax, Nova Scotia, Canada B3J 2X2
3. 3226522 Nova Scotia Limited
State of Incorporation: Nova Scotia, Canada
Registered Agent: Charles S. Reagh
900-1959 Upper Water Street
Halifax, Nova Scotia, Canada B3J 2X2
4. Wolverine China Investments, LLC
State of Incorporation: Delaware
Registered Agent: The Corporation Trust Company
1209 Orange Street
Wilmington, Delaware 19801



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5. Wolverine Joining Technologies Canada, Inc.
State of Incorporation: Ontario, Canada
Registered Agent: Tim Watkin
1010 Clarke Rd.
London, ON N5Y 5S6 Canada
6. Wolverine Joining Technologies, LLC
State of Incorporation: Delaware
Registered Agent: The Corporation Trust Company
1209 Orange Street
Wilmington, Delaware 19801
7. WT Holding Company, Inc.
State of Incorporation: Delaware
Registered Agent: The Corporation Trust Company
1209 Orange Street
Wilmington, Delaware 19801

DISSOLVED SUBSIDIARIES

8. DEJ 98 Finance, LLC
State of Incorporation: Delaware
Status: Dissolved effective November 25, 2009
9. TF Investor, Inc.
State of Incorporation: Delaware
Status: Dissolved (Certificate of Dissolution October 30, 2009)
10. Tube Forming Holdings, Inc.
State of Incorporation: Delaware
Status: Dissolved (Certificate of Dissolution October 30, 2009)
11. Tube Forming, L.P.
State of Incorporation: Delaware
Status: Dissolved (Statement of Dissolution February 13, 2012)
12. Wolverine Finance, LLC
State of Incorporation: Tennessee



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Status: Dissolved (Effective December 8, 2009 per TN SOS)

Question 2: Describe and provide any documents related to your company's business activities which resulted in sending material to Chemetco.

Response 2: As described below, our manufacturing of enhanced copper and copper alloy tubes results in scrap metal, specifically inert, non-hazardous commercial commodity copper and copper alloy tube “skimmings” or “spatters.” This copper is a commercially valuable commodity, which we collect from our manufacturing process and sell on the open market, with prices reflecting the market value of copper (and copper alloy materials if applicable) at the time.

As the attached documents indicate, we sold this commercial commodity on the open market to Chemetco - and continue to sell to other recyclers - F.O.B. at our facilities as a commercial transaction. Accordingly, we did not, to the best of our knowledge, have occasion to visit the Chemetco facility and were not aware of any environmental violations at the facility. Furthermore, once we sold the metal to Chemetco, we had no knowledge of whether Chemetco took it to one of its warehouses, took it to its facility in Hartford, Illinois, sold it to another recycler as a broker, or recycled the material itself. We believe that our Decatur, Alabama, and Shawnee, Oklahoma, facilities are the only two Wolverine Tube, Inc. facilities that sold material (which was copper and copper alloy metal) to Chemetco, and our responses are accordingly limited to those facilities.

For our manufacturing process, we receive pure copper metal from metal brokers, refiners, and dealers, which we then melt in our high efficiency natural gas fired melting furnace. See WT10001-2. Skimmings from the furnace (copper with a typically small amount of wood, dirt, graphite, and brick) can be separated at this part of the process and sold to recyclers such as Chemetco.

After melting, the molten copper is cast into a solid copper log in water-cooled graphite molds; it is then cut into short lengths called billets. Billets are heated to red-hot, and extruded into a tube on the extrusion press. Shims and shells are collected from this step in the process. These shims and shells can be re-melted or sold to recyclers such as Chemetco.

The solid copper tube is then cold-worked by drawing it to a smaller diameter and thinner wall tube until the desired size is reached. The copper tubes may be surface-enhanced by machining for use in, for example, modern air conditioners using efficient and environmentally friendly refrigerants. We also make enhanced surface tubes from copper alloy tubes; for those, we buy a starter tube from a company making copper alloy tubes, instead of melting and molding the copper alloy ourselves. The enhanced (finned) tubes



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are electronically and mechanically tested for any defects and then packaged and shipped to customers. Defective copper tubes are re-melted in our furnaces; defective copper alloy tubes, however, are cut and boxed for sale as metal to recyclers such as Chemetco. In the manufacturing process, we sometimes produce more tubing than anticipated, resulting in overrun material from a completed order that may also be sold to a recycler.

Additionally, when we repair the furnaces each year in December or over the 4th of July holiday, the copper skimmings would have a larger amount of brick and mortar mixed in with the metal. Specifically, we are able to recover a large amount of metal from cleaning our melting surfaces, launders (the troughs the molten metal runs through from the furnace to the casting molds), and the holding furnace. This metal is removed after the metal and furnace have cooled down. Because it must cool first, the metal freezes to the brick or refractory liner, and when it is chipped out, there can be brick and refractory adhered to it. This brick and refractory material are environmentally non-hazardous as reflected on the MSDS sheets we have on file.

Commercial commodity metal was shipped to Chemetco in dry cardboard boxes, stapled to wooden pallets, and possibly shrink-wrapped. The typical box size was 4 feet square by 4 feet high; the weight of each pallet of materials is believed to have typically been between 2000 and 4000 pounds. No liquids were contained in or shipped in these cardboard boxes. We believe that copper (and/or related alloy) material shipped from the Decatur plant may have been tested at one time for metal content, to verify accuracy of payment received for metal value, but we and the testing company we use have been unable to locate any relevant documents. Based on our knowledge of our copper metal, we believe the commercial commodity copper we sold to Chemetco would not have exhibited the identified characteristics of hazardous waste.

After a reasonably diligent search of our files, we found documents referencing three shipments from the Shawnee, Oklahoma, plant and four shipments from Decatur, Alabama. See WTI0003-WTI0015. These documents include invoices, bills of lading, and other related documents. Any other files were, to the best of our knowledge, destroyed in the normal course of business pursuant to our document retention policy (see response to question 25a). Documents were shredded and disposed of in trash at Shawnee; at Decatur, commercial destruction services were used.

Question 3: Describe and provide any documents related to your company's role at the Site, including what duties/involvement your company had at the Site.

Response 3: As indicated in Response 2, we sold commercial commodity copper and copper alloy to Chemetco F.O.B. our plant and are unaware of any other transactions or activities related to Chemetco or its Hartford, Illinois site.



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Question 4: If the nature or size of Respondent's activities in relation to Chemetco changed over time, describe those changes and the dates they occurred.

Response 4: Please see Response 2. Our sales to Chemetco correspondingly ceased when Chemetco closed its operations in 2001.

Question 5: For each type of waste or material used in Respondent's operations, describe and provide documents relating to Respondent's contracts, agreements, or other arrangements for its disposal, treatment, trading, or recycling with Chemetco, including but not limited to whether Respondent controlled where waste sent to Chemetco warehouses was ultimately processed/recycled.

Response 5: After a reasonably diligent search, we have not found any formal sales or purchase agreements. Each shipment was sold to Chemetco based on the then-current price of copper or copper alloy, and an invoice issued to Chemetco at that time. We did not send waste to Chemetco. Existing documentation is attached to our response. Per our document retention policy (see 25a), any other related documents were likely destroyed some years ago. Wolverine Tube, Inc. did not control where the commercial commodity sent to Chemetco was ultimately processed or recycled; shipments were F.O.B. our plants.

Question 6: If not already provided, specify the dates and circumstances when Respondent's waste or material was taken to the Site, and identify the companies or individuals who brought Respondent's waste/material to the Site. Provide any documents which support or memorialize your response.

Response 6: Records regarding shipments from our Shawnee, Oklahoma, and Decatur, Alabama, plants are attached and are summarized in the table below. We have not found records for shipments from any other Wolverine Tube, Inc. location. The commercial commodity was shipped by common carrier (truck lines or contract haulers) in semitrailer loads to Chemetco.



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Date	WTI Plant Selling Material	Description of Material*	Weight of Material in Lbs.*	Carrier	Bates Number
April (illegible) 2001	Shawnee, OK	Copper skimmings	49,156	Illegible	WTI0004
August 10, 2001	Shawnee, OK	Copper skimmings	44,134	Beelman Truck Company	WTI0005
October 8, 2001	Shawnee, OK	Skimmings	47,922		WTI006
October 13, 2001	Decatur, AL	Copper base spatters	39,980		WTI0010
July 25, 2001	Decatur, AL	Copper base spatters	42,880		WTI0012
July 27, 2001	Decatur, AL	Copper base spatters	42,840		WTI0013
February 1997	Decatur, AL	Copper	21,396†		WTI0015
		Zinc	2,439†		
		Nickel	1,353†		
		Tin	89†		

* Shipments also may have contained, as noted above, inert, non-hazardous materials such as dirt, brick, and graphite that the copper or copper alloy adhered to; some documents indicate the percentage of pure copper contained in the shipment.

† It is unclear, but these appear to be the weights of the commodities.



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Question 7: Were transactions between your company and Chemetco and specifically the Site: 1) an outright sale; 2) subject to a written or verbal “tolling” agreement between the companies; or 3) reflected the “banking” of the transacted material in a metal account at the request of your company for return or other disposition at a later date?

Response 7: The transactions were an outright sale, with Chemetco buying the metal on the metal commodities market.

Question 8: Did your company have any influence over waste disposal or recycling activities at the Site? If so, how?

Response 8: No.

Question 9: Was any shipment of material sent to the Site by Respondent ever refused and/or returned? If so, describe this event in detail, including its cause and outcome.

Response 9: No.

Question 10: Describe in detail the types of material that you sent for recycling, processing, or disposal at the Site. In your response, please also give the generic name of each type of materials shipped to the Site [e.g., scrap metal (including scrap automobiles), batteries, electronics, scrap paper, scrap plastic or scrap textile, etc.].

- (a) Identify whether the materials were delivered directly to the Site or were trans-shipped there from another intermediate delivery point. If applicable, describe each such delivery point.
- (b) State whether any of the material was ever tested by your company and if so, whether the substances exhibited any of the characteristics of a hazardous waste identified in 35 Illinois Administrative Code 721, Subpart C or 40 C.F.R. § 261, Subpart C.
- (c) Describe what was done to materials once they were brought to the Site, including any further processing of the materials.



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- (d) **Provide any additional information and all documents that you believe are related to the type, nature and characteristics of the materials you sent to the Site.**
- (e) **List the years in which your company sent materials to Chemetco and/or its broker(s) for recycling, processing, or disposal.**

Response 10: Copper metal and surplus copper alloy tube.

a. As indicated in Response 2, shipments were made F.O.B. our plants, and while the recipient was listed as "Chemetco," we have no knowledge of whether Chemetco took shipments to one of its warehouses, took them to its facility in Hartford, Illinois, sold them to another recycler as a broker, or recycled the material itself.

b. The shipments of commercial commodity metal were not tested for characteristics of a hazardous waste, as these were not hazardous wastes, and not subject to hazardous waste regulations. Any testing done was for metal content only. As indicated in Response 2, we believe that the copper material may have been tested at one time for metal content, to verify accuracy of payment received for metal value before being shipped from our Decatur, Alabama, plant to Chemetco. Based on our knowledge of our copper metal, we believe the commercial commodity copper we sold to Chemetco would not have exhibited the identified characteristics of hazardous waste.

c. As indicated in Response 2, we sold the copper and copper alloy commodities to Chemetco as a commercial transaction and do not know what happened to the commodities once purchased by Chemetco.

d. See attached documents from Shawnee and Decatur (shippers indicated copper percentages in the material sent for recycling).

e. Our records indicate shipments of commercial commodity metals in April, August, and October of 2001 from Shawnee, Oklahoma, and in February 1997, and July and August of 2001 from Decatur, Alabama.

Questions and Requests for Documents Related to Scrap Metal

Question 11: For the following questions which relate to transactions involving scrap metals, provide the requested information, and also provide copies of any documents that contain any information that is related to the response:

- (a) **Did a market exist for the scrap metal listed in your response to No. 10 above? If so, describe the nature of such a market at the time of**



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the transaction (possible uses, possible consumers, etc.) and the source of the commercial specification grade (e.g., Institute of Scrap Recycling Industries, Inc. (ISRI), Department of Defense, or wherever your company would find the grade published).

- (b) What commercial specification grade did the scrap metal listed in your response to question No. 10 meet? Identify/list the commercial specification grades that each scrap metal identified in No. 9 met.
- (c) At the time of the transaction(s) what was the intended disposition of the scrap metal listed in your response to question No. 10? Did this include burning as fuel, or for energy recovery, or incineration?
- (d) After sale, transfer, delivery, recycling, or disposal, what portion of the scrap metal listed in your response to question No. 10 was to be made available for use as a feedstock for manufacturing of new saleable products? Explain how the portion identified in this answer was derived or calculated.
- (e) Could the scrap metal listed in your response to question No. 10 have been used as a replacement or substitute for a virgin raw material? If so, provide details.
- (f) Could any products made from the scrap metal listed in your response to question No. 10 have been used as a replacement or substitute for a product made, in whole or in part, from a virgin raw material? If so, provide details.
- (g) Did your company melt the scrap metal listed in your response to question No. 10 before it was transported/delivered to the Site? If yes, describe the process used for melting the scrap metal.
- (h) Describe the source of or the process that produced the materials sent to the Site.

Response 11:

a. Yes. Possible uses for our material sold as metal would have included companies engaged in buying and selling scrap copper, either for resale or for melting and recasting into copper products; companies buying copper bearing materials for smelting or refining to recover pure copper. The commercial specification grades that are relevant include No. 1, No. 2, and light copper scrap, per ISRI "Guidelines for Nonferrous Scrap: NF-2003," WT10020-21.



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b. For question 10, the commercial specification grades that are relevant include No. 1, No. 2, and light copper scrap, per ISRI "Guidelines for Nonferrous Scrap: NF-2003," WTI0020-21. For question 9, no material was returned.

c. Wolverine Tube, Inc. sold the copper metal on the open market as a commercial metal commodity. This material was not sold for and was not suitable for burning as fuel, incineration, or energy recovery.

d. It is our belief that the probable percentage was 100%, as the copper metal had commercial value and Chemetco and other recyclers paid approximately full weight value for the material.

e. Yes. Whether copper is derived from copper bearing ores via mining, smelting and/or refining, or from copper bearing scrap via recycling and melting, the end product is pure copper, which can be used by melting and casting to produce tubing, plates, electrical cables, and a wide variety of end products.

f. Yes. As the raw material for any product made from our recycled material would be pure metal, any product made with this recycled material would replace products made with virgin raw metal.

g. The copper metal was not melted prior to sale and shipment to Chemetco for that purpose. As described in Response 2, melting and casting is part of our basic manufacturing process in our factories. The melting process involves using high efficiency natural gas burners to melt the metal in a brick furnace. The molten metal flows to water-cooled molds, and is solidified for further working into finished products.

h. The materials sold to Chemetco were, as described in Response 2, produced as a result of manufacturing copper tube. This material could have been manufacturing defects (products unsuitable for their final use), skimmings from the casting process (sometimes referred to as copper base spatters), or overrun material from a completed order of copper tubing.

Question 12: Did any of the scrap material sent to the Site contain other material(s) incident to or adhering to the scrap? If so, describe in detail.

Response 12: Yes. As part of the copper tube manufacturing process, there may be brick from normal wear of furnace linings; graphite from our casting process; or wood fragments from the normal wear of liners in our storage racks in shipments of our commercial commodity copper. As noted in Response 2, when we re-brick our casting furnaces, there may be larger amounts of brick or other inert materials at those times.



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Question 13: Did any of the material sent to the Site contain wire or wiring? If so, was the wire's insulation first stripped before being shipped to or accepted at the Site, after being received at the Site, or was the wire not stripped?

Response 13: No. We did not produce any wire in any of our factories, thus no wire was produced that could have been recycled.

Question 14: Did the material shipped include drums or shipping containers? If so, specify the generators of the drums or shipping containers, the capacity of such drums or containers and whether such containers ever contained liquid of any sort. If so, specify the type of liquid and whether such liquids contained wastes of any kind.

Response 14: No. Material was shipped in dry cardboard boxes, stapled to wooden pallets, and possibly shrink-wrapped. The typical box size was 4 feet square by 4 feet high; the weight of each pallet (including the copper and copper alloy metals) is believed to have been between 2000 and 4000 pounds. No liquids were contained in or shipped in these cardboard boxes.

Question 15: Describe all efforts (i.e., Site visits) taken by your company to determine what would be done with the scrap metal identified in your response to question No. 10.

Response 15: After a reasonably diligent search, we have found no records of any visits to Chemetco. As described in Response 2, our transactions with Chemetco centered on the sale of a commercial product in the market place for re-use as a raw material. As such, Wolverine Tube, Inc. has no records reflecting any investigation into Chemetco's business activities.

Questions and Request for Documents Related to Electrical and Electronic Equipment

Question 16: For the following questions which relate to transactions involving electrical and electronic equipment (e.g., transformers, capacitors, white goods, computers, monitors, cables, circuit boards, or other electrical equipment), provide the requested information, and also provide copies of any documents that contain any information that is related to the response:



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- (a) **List an estimated number of shipments of electrical and electronic equipment your company sent to the Site on an annual basis and list the years. In this list, include the type and quantity, volume and weight of electrical and electronic equipment sent;**
- (b) **At the time of the transaction(s), what was the intended deposition of the electrical and electronic equipment listed in your response to question 15(a)? Did the intended disposition include burning as fuel or for energy recovery or incineration?**

Response 16: Not applicable. We did not ship any electrical or electronic equipment to the site.

Question 17: With respect to waste or materials sent to the Site, at the time of the transactions, specify the measures you took to determine the actual means of treatment, disposal, recycling, or other uses of the material. Provide information you had and any documents relating to the treatment, recycling and disposal practices of Chemetco at the Site. What assurances, if any, were you given by the owner/operator of the Site regarding the proper handling and ultimate disposition of the materials you sent there, as well as its compliance with applicable environmental laws? Include in your response any correspondence to and from Chemetco relating to this topic and dates the measures were taken or assurances were given.

Response 17: As described in Response 2, our commercial commodity copper and copper alloy metal was sold to Chemetco for the metal value, in a commercial transaction. It was not sold or sent as "waste" for disposal.

Question 18: What efforts and when, if any, did you take to investigate the nature of the operations conducted at the Site and the environmental compliance of the Site prior to selling, transferring, delivering disposing of, trading, or arranging for the treatment, recycling, or disposal of any materials?

Response 18: No materials were sent to the site for treatment or disposal. Our commercial commodity copper and copper alloy metal was sold to Chemetco for the metal value.



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Question 19: Provide all information in your possession that shows that you were in compliance with applicable federal environmental regulations or standards regarding the recycling of materials, particularly Section 127 of CERCLA, 42 U.S.C. § 9627, sent to the Chemetco Site.

Response 19: Please see our reply to questions 22 and 23 to show that all permits required by our Shawnee, Oklahoma and Decatur, Alabama facilities are in place, and are current. Also note that our facilities are not recyclers, and material was sold to Chemetco as metal, in a commercial transaction, not for treatment, storage, or disposal.

Question 20: Provide all information in your possession that shows that you were in compliance with applicable federal environmental regulations or standards regarding scrap metal promulgated under Resource Conservation and Recovery Act (RCRA).

Response 20: Again, please see reply to questions 22 and 23.

Question 21: Provide all RCRA Identification Numbers issued to Respondent by EPA or a state for Respondent's operations.

Response 21: RCRA ID number, Decatur, Alabama, plant: ALD 053 363 776
RCRA ID number, Shawnee, Oklahoma, plant: OKD 074 269 945

Question 22: List all federal and state environmental laws and regulations under which Respondent has reported to federal or state governments, including but not limited to: Toxic Substances Control Act, 15 U.S.C. Sections 2601 *et seq.*, (TSCA); Emergency Planning and Community Right-to-Know Act, 42 U.S.C. Sections 1101 *et seq.*, (EPCRA); and the Clean Water Act (the Water Pollution Prevention and Control Act), 33 U.S.C. Sections 1251 *et seq.*



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Response 22:

Decatur, Alabama Plant

Permit Number	Permit Type	Agencies to which We Report	Dates
ALG12-0326	National Pollutant Discharge Elimination System (NPDES)	ADEM* and EPA Region 4	1984 to present
ALD053363776	Resource Conservation and Recovery Act (RCRA)	ADEM and EPA Region 4	1989 to present
712-0016	Title V Air Permit	ADEM and EPA Region 4	1995 to Present
IU085200224	State Indirect Discharge Permit	ADEM and City of Decatur, AL	1990 to Present
TRI-ME Facility ID number 35601WLVRN2100M	Emergency Planning and Community Right to Know Act	Morgan County Emergency Management, Decatur Fire Department, Decatur Alabama and EPA TRI-ME database	1994 to Present
Facility ID number ALDO53363776	Notification of Regulated Waste Activity, Form 8700-12	ADEM	2001 to Present

*Alabama Department of Environmental Management

Shawnee, Oklahoma Plant

Permit Number	Permit Type	Agencies to which We Report	Dates
97-238-TV (issued March 14, 2000)	Title V Permit	Reports to State of Oklahoma and EPA	2000 to Present
2010-608-TVR2 (issued June 27, 2011)			
OKD 074 269 945	Resource Conservation and Recovery Act (RCRA)	State of Oklahoma (currently not required to report)	1981 to present
2012-002 (issued October 31, 2011)	Industrial Wastewater Discharge Permit	City of Shawnee, OK	1989 to Present
OKR051076 (issued September 1, 2006)	ODEQ Authorization to Discharge under the OPDES Storm Water Industrial General Permit OKR05	State of Oklahoma	2006 to Present
OWRB 001867	Water Rights Permit	No reporting required	1981 to Present
TRI-ME Facility ID	Emergency Planning and	Oklahoma Department of	1999 to Present



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number 74801WLVRN500WO	Community Right to Know Act	Environmental Management, Pottawatomie County Emergency Management, Shawnee Fire Department, and EPA TRI-ME database	
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Question 23: Identify the federal and state offices to which such information was sent. State the years during which such information was sent/filed.

Response 23: Please see Response 22 above.

Question 24: If you have reason to believe that there may be persons able to provide a more detailed or complete response to any question contained herein or who may be able to provide additional responsive documents, identify such persons and the additional information or documents that they may have.

Response 24: None known.

Question 25: If any of the documents solicited in this information request are no longer available, please indicate the reason why they are no longer available. For each and every question contained herein, if information or documents responsive to this Information Request are not in your possession, custody or control, then identify the persons from whom such information or documents may be obtained. If the records were destroyed, provide us with the following:

- (a) the document retention policy between 1970 and 2001;
- (b) a description of how the records were destroyed (burned, trashed, etc.) and the approximate date of destruction;
- (c) a description of the type of information that would have been contained in the documents;
- (d) the name, job title and most current address known by you of the person(s) who would have produced these documents, the person(s) who would have been responsible for the retention of these documents; the person(s) who would have been responsible for the destruction of these documents; and the person(s) who had and/or still may have the originals or copies of these documents; and



WOLVERINE TUBE, INC.

2100 Market Street, N.E. · Post Office Box 2202 · Decatur, Alabama 35609-2202 · Telephone 256-353-1310

- (e) the names and most current address of any person(s) who may possess documents relevant to this inquiry.**

Response 25:

a. Our document retention policy is attached as WTI0016-19.

b. Documents were shredded and disposed of in trash at Shawnee; at Decatur, commercial destruction services were used (Secure Destruction, (256)-534-5130). Dates were ongoing in the normal course of business pursuant to our retention policy.

c. Pursuant to our policy, documentation destroyed could have included freight bills (3 years), bills of lading and waybills (2 years), customer files (4 years), cancelled checks (7 years), journal entries (4 years), and accounts receivable invoices (4 years).

d. The documents would have been produced by a variety of billing clerks, department supervisors, and accounting staff. It is not possible to determine who may have produced a document that no longer exists.

In Decatur, retention of the documents would have been by filing clerks; the documents were typically removed after one year and placed in cardboard boxes for storage, with a destroy date written on the outside of the box. When this destroy date came, the contents of the box were shredded and disposed of. Shredding was supervised by the department supervisors or managers to confirm the destruction of obsolete documents.

In Shawnee, files were (and are) typically kept in cabinets, then moved to storage boxes or binders. After seven years (or the “destroy by” dates per our retention policy), they would be destroyed.

There are no originals of the destroyed documents. The originals were destroyed pursuant to our policy.

e. The following individuals looked for and have provided any responsive documents that were in their possession; we are unaware of any other individuals who may have responsive documents.

Brad Goode, Wolverine Tube, Inc. Documents in the Decatur plant
Judi Stiger, Wolverine Tube, Inc. Documents in Corporate office in Decatur plant
Mark Brown, Decatur plant. Documents in Corporate office and in Decatur plant
Alan Pace, Wolverine Tube, Inc. Documents in Shawnee plant



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Question 26: Please state the name, title and address of each individual who assisted or was consulted in the preparation of the response to this information request.

Response 26: In addition to the assistance of counsel, the following individuals were consulted in the preparation of these responses:

- Mark Brown, Corporate Engineering Manager, Wolverine Tube, Inc., Decatur, Alabama
- Judi Stiger, Corporate Executive Assistant, Wolverine Tube, Inc., Decatur, Alabama
- Brad Goode, Metals manager, Wolverine Tube, Inc., Decatur, Alabama
- Aaron Biggs, Corporate Accounting Manager, Wolverine Tube, Inc., Decatur, Alabama
- Barbara Parrent, Vice President Finance, Wolverine Tube, Inc., Decatur, Alabama
- Dock Abercrombie, Ardmore Controller, Wolverine Tube, Inc., Decatur, Alabama
- Alan Pace, Shawnee plant controller, Wolverine Tube, Inc., Shawnee, Oklahoma
- Pam Johnson, Shawnee plant engineer, Wolverine Tube, Inc., Shawnee, Oklahoma
- Gary Province, retired, Wolverine Tube, Inc., Decatur, Alabama
- John Tosland, IT department, Wolverine Tube, Inc., Decatur, Alabama
- Tom Morton, retired, Wolverine Tube, Inc., Decatur, Alabama
- Ralph Campbell, ex-Environmental Manager, Wolverine Tube, Inc., Decatur, Alabama



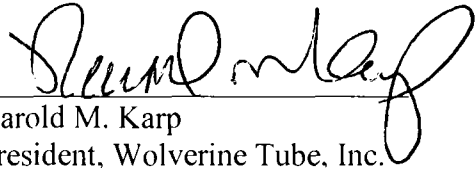
WOLVERINE TUBE, INC.

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Response of Wolverine Tube, Inc. to General Notice and Information Request for the Chemetco Superfund Site in Hartford, Illinois

I, Harold M. Karp, certify under penalty of law that this document and all enclosures were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based upon my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

May __, 2012

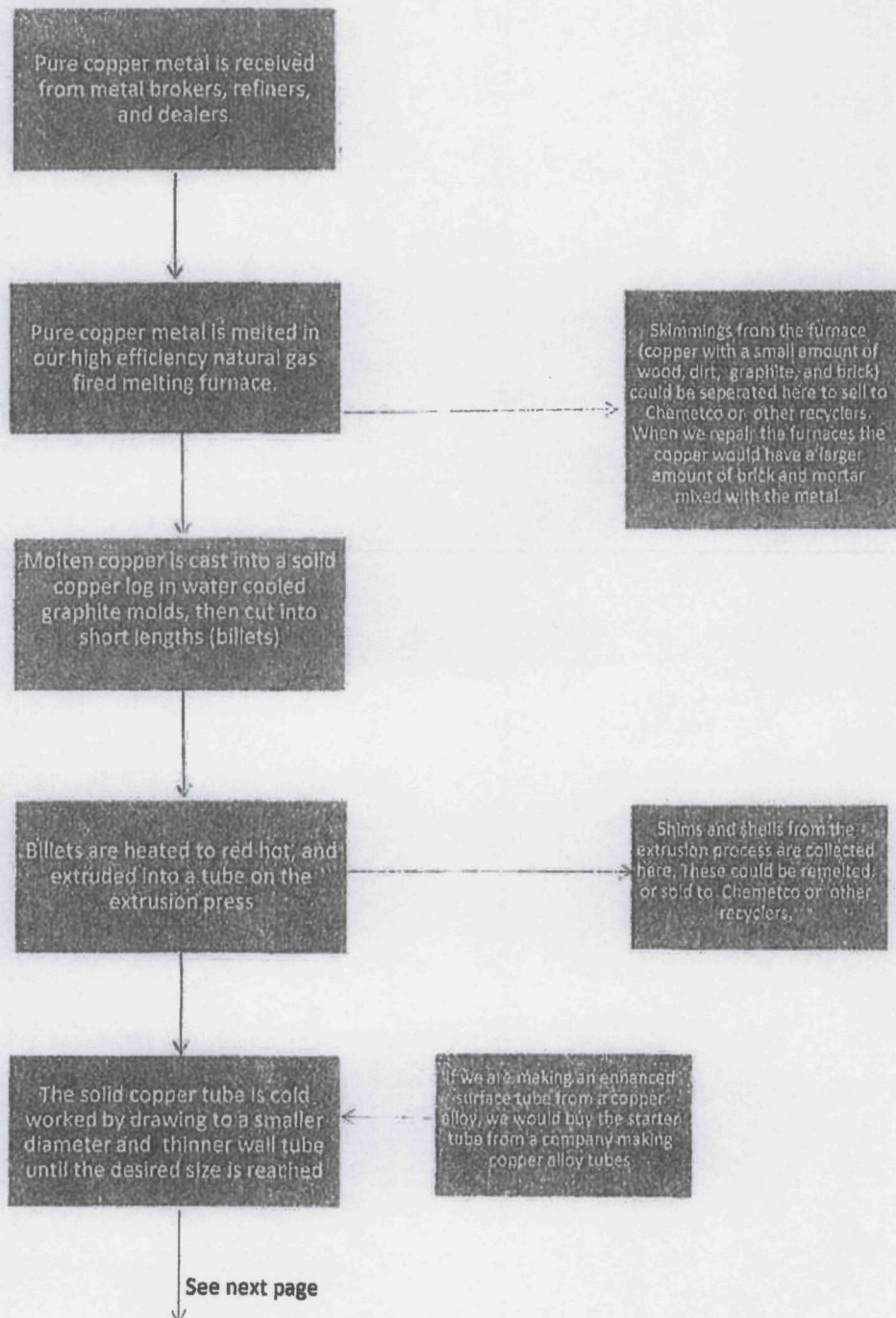

Harold M. Karp
President, Wolverine Tube, Inc.

**Wolverine Tube, Inc.'s Privilege Log regarding Documents Requested by EPA in its
General Notice and Information Request for the Chemetco Superfund Site
in Hartford, Illinois**

Date	Title/Description of Document	Author	Author Entity	Recipient	Recipient Entity	Basis for Privilege	Q#
1/26/2004	Letter regarding Chemetco US Bankruptcy Court Proceedings	W. Clark Watson, Esq.	Balch & Bingham LLP	Chip Manning, Vice President and General Counsel	Wolverine Tube, Inc.	Attorney-Client Communications	2, 3
10/7/2004	Single page fax cover sheet with handwritten note "Chemetco File"	Chip Manning, Vice President and General Counsel	Wolverine Tube, Inc.	W.Clark Watson, Esq.	Balch & Bingham LLP	Attorney-Client Communications	2, 3, 6

WOLVERINE TUBE MILL PROCESS DESCRIPTION
Decatur Alabama and Shawnee Oklahoma Factories

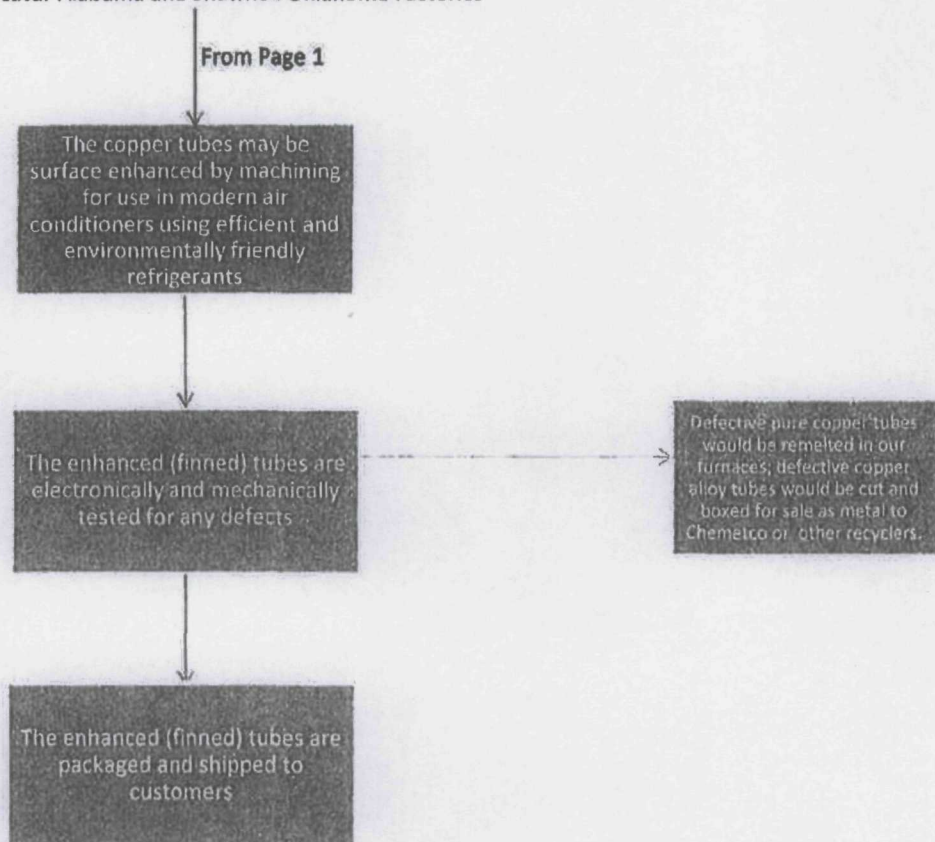
Page 1



WTI 0001

WOLVERINE TUBE MILL PROCESS DESCRIPTION
Decatur Alabama and Shawnee Oklahoma Factories

Page 2



WTI 0002

**Chemetco information, Shawnee OK plant
shipments**

2001 Chemet Co.

THIS MEMORANDUM

It is understood that a bill of lading has been issued and it is the duty of the shipper to see that the bill of lading is properly filled out and is forwarded to the carrier for filing of record. It is the responsibility of the carrier to see that the bill of lading is properly filled out and is forwarded to the carrier for filing of record.

CLERKS: This bill of lading is a receipt for the goods described herein and is subject to the terms and conditions of the bill of lading. It is the responsibility of the shipper to see that the bill of lading is properly filled out and is forwarded to the carrier for filing of record. It is the responsibility of the carrier to see that the bill of lading is properly filled out and is forwarded to the carrier for filing of record.

DATE 4-30-61

SHIPPER'S NO. 1907

BY J. H. T. JR. C. H. P.

ORDER NO.

ROUTE: DELIVERING CARRIER WOLVERINE TUBE, INC. TRAILER OR CAR INITIAL & NO. 1111 T-101		SEAL NOS.
NO. OF PKGS. AND NOS. 1-LOOSE	DESCRIPTION OF GOODS, SPECIAL MARKS AND EXCEPTIONS CUPPER SKINNINGS $ \begin{array}{r} 49.56 \\ \times 64\% \\ \hline 31.450 \\ @ 58\% \\ 110.120 \\ 110.2495 \text{ G.M.W.} \\ 110.155 \end{array} $ SHIPPER LOAD - CONSIGNEE UNLOAD	WEIGHT (LBS. & OZ.) 249.156 (2-385483) 9702.33 14152.50

If the shipper carries business for profit by a carrier for profit, the carrier requires that the bill of lading (which states "weight") is to be filled out by the shipper's clerk. (NOTE: Where the rate is determined on value, shippers are required to state specifically in writing the agreed or declared value of the property.) Permanent post office address of shipper,

WOLVERINE TUBE, INC.

25-11 (1/56)

CORRECT WEIGHT IS 249.156 LBS.
WOLVERINE TUBE, INC. SHIPPER

AGENT *[Signature]* DATE *[Signature]*
 PER *[Signature]* TIME

This is to certify that the above stated weight is accurately checked, certified, weighed, counted, and labeled and are in proper condition for transportation, according to the applicable regulations of the Department of Transportation.

STRAIGHT BILL OF LADING—SHORT FORM—Original—Not Negotiable

RECEIVED, subject to the conditions and hereby filed with in proof on the date of this Bill of Lading.

The carrier, in this bill, is not bound to accept or deliver any goods or property, whether or not they are properly packed, unless the same are properly and lawfully loaded, secured, stowed, dunnaged, and lashed or otherwise secured in conformity with the applicable regulations of the Department of Transportation, and the carrier is not responsible for any loss or damage to the goods or property, whether or not they are properly packed, unless the same are properly and lawfully loaded, secured, stowed, dunnaged, and lashed or otherwise secured in conformity with the applicable regulations of the Department of Transportation.

DATE 8-10-01
BY CYST

SHIPPER'S NO. 1945
ORDER NO.

<u>Cometco</u>		ROUTE DELIVERING CARRIER <u>BEELMAN TRUCK CO</u>		SEAL NOS.
		TRAILER OR CAR INITIAL & NO. <u>2156-3921</u>		
NO. OF PIECES AND WEIGHT	DESCRIPTION OF ARTICLE, (LEGAL MARKS AND LETTERS)	WEIGHT (Gross, in Cwt)	CLASS OR RATE	1
<u>100</u>	<u>COPPER SKIMMING</u>			
<u>Total</u> <u>(44,134)</u> <u>Ronnevall</u>				
SHIPPER LOAD - CONSIGNEE UNLOAD				

If the shipper is required to pay freight, the law requires that the bill of lading shall contain the name of the carrier or shipper's agent.

NOTE: Where the rate is determined on value, shipper and consignee are required to state specifically in writing the agreed or declared value of the property.

Permanent post office address of shipper,

WOLVERINE TUBE, INC.

CONNECT
WEIGHT IS
WOLVERINE TUBE, INC. SHIPPER

AGENT [Signature] DATE _____
PER _____ TIME _____

This is to certify that the above goods are properly classified, described, packaged, marked, and labeled, and are in proper condition for transportation, according to the applicable regulations of the Department of Transportation.

Swimming

Type of Material: Cathode Ingot Starter Sheets Soudronite Wire Bare Brite #1 Scrap Phos

Received by:**Returned Material Info.**

es Weight Returned:

Joint to:

Person contacted:

Date & Time:

Total

Rejects

Net Total

26357.1

17026.62

10379.23
6747.30

**Chemetco information, Decatur AL plant
shipments**

CASH RECEIVED 10-16

871756

JE	ORG	A/C	SUB	AMOUNT		EXPLANATION
				DEBIT	CREDIT	
	105	1155			23,970.24	ChemetCo 1069 & 1070
	105	1155			8,391.54	ChemetCo 1073
	105	1232				
	105	1155				
	105	1155				
	105	1085	390			
	105	6510	10			
	105	1232				
	105	8635				
	105	6570				
	105	1015	190			
TOTAL						

Information pertaining to sales
to other companies has been redacted

WTI 0008

Chemetco, Inc.
P.O. BOX 8 • HARTFORD, ILLINOIS 62048

	INV. NO.	INV. DATE	AMOUNT	DISC.	NET AMOUNT
			1073		
			N 0454		10/04/01
TYPE PAYMENT	OUR LOT NO.	OUR CONF NO.	INVOICE NO.	CARRIER	AMOUNT
FINAL	083	574	010	4334	\$8,391.54

WOLVERINE TUBE
P.O. BOX 2202(ATTN ANG. HODGES
DECATUR AL
35609 2202

1073

*** FINAL ***

OUR LOT NUMBER F083
OUR CONTRACT NO. 5741
CARRIER 4334 WE RECEIVED FROM YOU ON 8/13/01
COPPER BASE SPATTERS

GROSS WEIGHT 39,980
DUNNAGE 1,400

NET WEIGHT 38,580

MOISTURE NIL

38,580 LBS NET WT @ (37.240% CU - .00% DEDUCTION) =
22,083 LBS PAYABLE CU
22,083 LBS PAYABLE CU @ 38.00 CENTS PER LB CU =

\$ 8,391.54

TOTAL VALUE OF MATERIAL
TOTAL AMOUNT DUE

\$ 8,391.54

\$ 8,391.54

Chemetco, Inc.
P.O. BOX 8 • HARTFORD, ILLINOIS 62348

INV. NO.	INV. DATE	AMOUNT	DISC.	NET AMOUNT	
			N 0410	9/28/01	
TYPE PAYMENT	OUR LOT NO.	OUR CONT NO.	INVOICE NO.	CARRIER	AMOUNT
FINAL	0962	4870.C10	1069	53288	\$12,974.45
FINAL	0090	4870.C10	1070	25312	\$10,995.79

WOLVERINE TUBE
P.O. BOX 2202(ATTN ANG. HODGES
DECATUR AL
35605 2202

*** FINAL ***

OUR LOT NUMBER 1069 0962
OUR CONTRACT NO. 4870
CARRIER 53288

WE RECEIVED FROM YOU ON 7/23/01
COPPER BASE SPATTERS

GROSS WEIGHT 42,880
DUNNAGE 300

NET WEIGHT 42,580

MOISTURE NIL

42,580 LBS NET WT @ (74.320% CU - .00% DEDUCTION) =
31,645 LBS PAYABLE CU
31,645 LBS PAYABLE CU @ 41.00 CENTS PER LB CU =

\$ 12,974.45

TOTAL VALUE OF MATERIAL
TOTAL AMOUNT DUE

\$ 12,974.45

\$ 12,974.45

=====

WOLVERINE TUBE
P.O. BOX 2202(ATTN ANG. HODGES
DECATUR AL
35609 2202

1070
*** FINAL ***

OUR LOT NUMBER EO9C
OUR CONTRACT NO. 4870
CARRIER 25312

WE RECEIVED FROM YOU ON 7/27/01
COPPER BASE SPATTERS

GROSS WEIGHT 42,840
DUNNAGE 1,870

NET WEIGHT 40,970

MOISTURE NIL

40,970 LBS NET WT @ (65.460% CU - .00% DEDUCTION) =
26,819 LBS PAYABLE CU
26,819 LBS PAYABLE CU @ 41.00 CENTS PER LB CU =

\$ 10,995.79

TOTAL VALUE OF MATERIAL
TOTAL AMOUNT DUE

\$ 10,995.79

\$ 10,995.79



SEPT 28 '01 POSTMARK.
HARTFORD IL

[illegible]

WTI 0014

FEBRUARY, 1997	1.0590	0.800	5.250	8.500		
DESCRIPTION	COPPER	ZINC	NICKEL	TIN		
 CHEMETCO #7608	 -21396 (\$22,658.36)	 -2439 (\$1,951.20)	 -1353 (\$7,103.26)	 -89 (\$578.50)	 \$14,977.20	 \$17,314.11



RECORD RETENTION PROGRAM

	YEARS
General Correspondence	1
1. Correspondence-Legal & Proprietary Matters	P*
Safety and Environmental Documents:	
1. Employee medical records	30
2. Personal exposure records (e.g. air monitoring, hearing tests, MSDS)	30
3. OSHA 300/200 Log and related documentation	5
4. Environmental site files including insurance claims	P*
5. Hazardous waste manifests	5
6. Monitoring and testing data	30
7. Permit applications and supporting data	30
8. Due Diligence Information	30
9. Consent Agreements and Agency correspondence	30
Manufacturing:	
1. Lab test reports	20
2. Product tooling, design, specifications and research data	20
3. Engineering change requests	10
4. Engineering change notices	10
5. Work orders	3
6. Bills of material	2
7. Safety related tests and inspection reports for existing products	5
Quality Control and Inspection:	
1. Inspection and test records	P*
2. Customer service records	10
3. Equipment and instrument calibration records	10
4. Material substitution records	10
5. Supplier quality data	10
6. Returned goods records	10
7. Customer complaints	3
8. Summary of customer complaints	5
Traffic and Transportation:	
1. Freight bills	5
2. Bills of lading, waybills	2
3. Freight claims	2 years after settlement
4. Rates and tariffs	1 year after superseded
Sales and Marketing:	
1. Catalogs and price lists	P*
2. Advertising copy and marketing programs	5
3. Copies of packaging materials and instructions	5
4. Customer order files	4
5. Customer correspondence files	4
6. Salesperson's reports	2
7. Sales department copies of invoices	7
8. Rebate and co-op advertising programs	6
9. Exporter's certificate of origin and information necessary to prepare Certificates for exports to or imports from Canada	5

Revised 11/11/03

P* stands for Permanent



RECORD RETENTION PROGRAM

	YEARS
Credit Files Relating to Customers:	
1. Application for credit, approval forms, qualification reports	1 year after account becomes inactive
2. Collection litigation files	7 years after legal settlement
3. Correspondence regarding collection	2
4. Customer financial statements	Until superseded
5. Guarantees and subordination agreements	3 after termination and settlement of account
6. Security agreements and financing statements	3 after satisfaction
Procurement Material Control:	
1. Purchase order register	7
2. Vendor files (requisitions, purchase orders, quotations, correspondence)	7
3. Inventory control reports	3
4. Production schedules	1
Payroll Documents:	
1. Employee earnings record	P*
2. Labor distribution cost records	7
3. Payroll registers (gross and net)	7
4. Unclaimed wage records	7
5. Employee deduction authorizations	At least 7 after final year of deduction
6. Assignments, attachments and garnishments	7 after payment or settlement
7. Time cards and sheets	7
Plant and Property Records:	
1. Original purchase, sale or lease agreement of plant facility	P*
2. Correspondence, property deeds, easements, licenses, rights of way and miscellaneous documents pertaining to sold plant facilities	10 plus written approval from Corporate Attorney
3. Property insurance policies	P*
4. Fixed asset ledgers (year-end runs)	P*
5. Mortgages	P*
6. Records relating to plant waste (non-hazardous)	3
7. Plant inspection and safety audit reports (unless covered elsewhere)	3
Accounting and Finance:	
(+Accounting, the Corporate Controller will issue a directive outlining the specific years to be destroyed).	
1. Annual audited financial statements	P*
2. General ledgers	10+
3. Journal entries and supporting documentation	7+
4. Annual audit work paper package	7+
5. Monthly financial statements	7+
6. Bank statements and cancelled checks	7+
7. Original copies of accounts payable invoices and employee expense Reports:	
a. Normal trade payables	7+
b. Freight bills	3+

Revised 11/11/03

P* stands for Permanent

WTI 0017



RECORD RETENTION PROGRAM

	YEARS
8. Accounts receivable invoices	4+
9. Accounts receivable cash receipts files	4+
10. Annual plans and budgets	3
11. Strategic plans	2 years after termination of plan period
12. Census bureau and other government surveys	7
13. Physical inventory records	7+
14. Capital appropriation requests	1 year after post completion review
Insurance Records:	
1. All policies, including workers compensation, product liability, Umbrella, property, fidelity and crime, general liability, etc.	P*
2. Certificates:	
a. Issued on behalf of Company	3
b. Issued to Company	P*
3. Group insurance plans:	
a. Active employees	P*
b. Retirees	P*
4. Audits or adjustments	2 after final adjustment
5. Claims files (including correspondence, medical records, injury, documentation, etc.)	
a. Workers compensation	30
b. Product liability	7 years after settlement
c. First party	"
d. Other third party	"
e. Long term disability	P*
f. Group life	7 years after death
6. Release/settlements	25
7. Inspections	3
8. Loss runs	10
9. Annual loss summaries	10
10. Journal entry support data	7
Pension Documents and Supporting Employee Data:	
1. Pension plans and all amendments thereto	P*
2. Pension plan determination letters	P*
3. Records of employee service and eligibility for pension (including hours worked and any breaks in service)	P*
4. Required personal information on employees and former employees (including name, address, social security number, period of employment, etc.)	P*
5. Records of plan administrator setting forth authority to pay	P*
6. Reports of pensions or pension plans filed with the Department of Labor or the Internal Revenue Service	P*
Human Resources:	
1. Original union agreements, where applicable	P*
2. Records showing employee exposure to potentially hazardous substances	P*

Revised 11/11/03

P* stands for Permanent

WTI 0018



RECORD RETENTION PROGRAM

	YEARS
3. Medical histories or health data	P*
4. General earnings records	P*
5. Employee's personal records, including individual attendance records, application forms, performance evaluations, termination papers, exit interview records, withholding information, garnishments, test results, etc.	7 after termination
6. Individual contracts of employment	7 after termination
7. Commissions/bonuses, incentives, awards, etc.	7
8. General attendance records	7
9. Job descriptions	3 after superseded
10. Safety or injury frequency reports	10
11. Affirmative action programs	5 after superseded
12. EEO-1 and EEO-2 Employer Information Reports	2 after superseded or filing, whichever is longer
13. Applications, resumes, results or pre-employment physicals, and related correspondence (non-hired applicants)	
a. Advertised job openings	1 year from date of non-hire decision
b. Unsolicited applications and resumes	90 days

Revised 11/11/03

P* stands for Permanent

WTI 0019

Guidelines for Nonferrous Scrap: NF-2003

Note: When the individual scrap grades in this Circular, denoted by the various code words, are used, an agreement between parties is also bound by the terms of "Apple" as it appears below, unless the terms and conditions of a specific contract provide otherwise, in which case the specific contractual provisions shall govern.

ISRI
Code
Word

Item

Apple—Nonferrous Terms

- a. Delivery of more or less of the specified quantity up to 3 percent is permissible.
- b. A ton shall be understood to be 2,000 pounds, unless otherwise specified.
- c. If any portion of the goods covered by a contract are unshipped or undelivered within the time specified in a contract, then that portion is subject to cancellation by the buyer and/or the buyer has the right to hold the seller responsible for substantiated damages.

If, because of embargo and/or other conditions of force majeure, a delivery or shipment cannot be made by the time specified, the contract shall remain valid and shall be completed promptly upon lifting of the embargo and/or conditions of force majeure and the terms of said contract shall not be changed.

- d. If for any portion of a contract the buyer fails in a timely manner to open a Letter of Credit and/or fails to provide proper conveyance and/or shipping instructions as specified in the contract, then that portion is subject to cancellation by the seller and/or the seller has the right to hold the buyer responsible for substantiated damages.

If, because of embargo and/or other conditions of force majeure, a delivery or shipment cannot be made by the time specified, the contract shall remain valid and shall be completed promptly upon lifting of the embargo and/or conditions of force majeure and the terms of said contract shall not be changed.

- e. If a significant weight or quality difference is apparent, the seller should be notified promptly and, if requested, another weight or quality determination should be taken. Seller and/or buyer should be given the opportunity to appoint an independent surveyor or a representative to verify weights and/or quality.

For purposes of this section, the meaning of the word "significant" shall be determined by agreement between buyer and seller, depending on the commodities and their values.

- f. If it is mutually determined that goods delivered do not conform to the description specified in the contract, then the shipment is subject to rejection or downgrade.

Disposition of, replacement of, and/or financial adjustment for rejected material shall be subjected to mutual agreement between buyer and seller. Seller is responsible for freight costs.

Buyer is expected, however, to exert every effort to limit rejections only to that portion of the shipment which is unsalable and to return the rejected portion promptly upon request, if government regulations permit.

ISRI
Code
Word

Item

Berry—No. 1 COPPER WIRE

Shall consist of No. 1 bare, uncoated, unalloyed copper wire, not smaller than No. 18 B & S wire gauge. Green copper wire and hydraulically compacted material to be subject to agreement between buyer and seller.

Berry—No. 1 COPPER WIRE

Shall consist of clean, untinned, uncoated, unalloyed copper wire and cable, not smaller than No. 18 B & S wire gauge, free of burnt wire which is brittle. Hydraulically briquetted copper subject to agreement.

Birch—No. 3 COPPER WIRE

Shall consist of miscellaneous, unalloyed copper wire having a nominal 99% copper content (minimum 94%) as determined by electrolytic assay. Should be free of the following: Excessively leaded, tinned, soldered copper wire; brass and bronze wire; excessive oil content; iron and non-metallics; copper wire from burning, containing insulation; hair wire; burnt wire which is brittle; and should be reasonably free of ash. Hydraulically briquetted copper subject to agreement.

Candy—No. 1 HEAVY COPPER

Shall consist of clean, unalloyed, uncoated copper clippings, punchings, bus bars, commutator segments, and wire not less than 1/16 of an inch thick, free of burnt wire which is brittle; but may include clean copper tubing. Hydraulically briquetted copper subject to agreement.

Cliff—No. 2 COPPER

Shall consist of miscellaneous, unalloyed copper scrap having a nominal 99% copper content (minimum 94%) as determined by electrolytic assay. Should be free of the following: Excessively leaded, tinned, soldered copper scrap; brasses and bronzes; excessive oil content; iron and non-metallics; copper tubing with other than copper connections or with sediment; copper wire from burning, containing insulation; hair wire; burnt wire which is brittle; and should be reasonably free of ash. Hydraulically briquetted copper subject to agreement.

Clove—No. 1 COPPER WIRE NODULES

Shall consist of No. 1 bare, uncoated, unalloyed copper wire scrap nodules, chopped or shredded, free of tin, lead, zinc, aluminum, iron, other metallic impurities, insulation, and other foreign contamination. Minimum copper 99%. Gauge smaller than No. 18 B & S wire and hydraulically compacted material subject to agreement between buyer and seller.

Cobra—No. 2 COPPER WIRE NODULES

Shall consist of No. 2 unalloyed copper wire scrap nodules, chopped or shredded, minimum 97% copper. Maximum metal impurities not to exceed 0.60% aluminum and 1% each of other metals or insulation. Hydraulically compacted material subject to agreement between buyer and seller.

Cocoa—COPPER WIRE NODULES

Shall consist of unalloyed copper wire scrap nodules, chopped or shredded, minimum 99% copper. Shall be free of excessive insulation and other non-metallics. Maximum metal impurities as follows:

Item Code Word	Item
	Aluminum — .08%
	Tin — .28%
	Nickel — .05%
	Antimony — .01%
	Iron — .05%
	Hydraulically compacted material subject to agreement between buyer and seller.
Dream—LIGHT COPPER	
	Shall consist of miscellaneous, unalloyed copper scrap having a nominal 82% copper content (minimum 80%) as determined by electrolytic assay and shall consist of sheet copper, gutters, downspouts, knives, bolters, and similar scrap. Should be free of the following: Burnt half wire; copper clad; plating racks; grindings; copper wire from burning; containing insulating materials; fine oiling; oil; refrigerator units; electrotypes; sheets; screening; excessively loaded, wired, soldered scrap; brasses and bronzes; excessive oil, iron and non-metals; and should be reasonably free of ash. Hydraulically briquetted cop-per subject to agreement. Any items excluded in this grade are also excluded in the higher grades above.
Drink—REFRINERY BRASS	
	Shall contain a minimum of 61.3% copper and maximum 5% iron and to consist of brass and bronze solid and turnings, and alloyed and contaminated copper scrap. Shall be free of insulated wire, grindings, electrotypes shells and non-metals. Hydraulically briquetted material subject to agreement.
Drove—COPPER-BEARING SCRAP	
	Shall consist of miscellaneous copper-containing skimmings, grindings, shives, lumpy brass and copper; residues and slugs. Free of insulated wire; copper chlorides; unprepared tangled material; large motors; pyrophoric material; asbestos brake linings; furnace bottoms; high lead materials; graphite crucibles; and noxious and explosive materials. Fine powdered material by agreement. Hydraulically briquetted material subject to agreement.
Druid—INSULATED COPPER WIRE SCRAP	
	Shall consist of copper wire scrap with various types of insulation. To be sold on a sample or recovery basis, subject to agreement between buyer and seller.
Ebony—COMPOSITION OR RED BRASS	
	Shall consist of red brass scrap, valves, machinery bearings and other machinery parts, including miscellaneous castings made of copper, tin, zinc, and/or lead. Should be free of semi-red brass castings (78% to 81% copper); railroad car boxes and other similar high-lead alloys; cocks and faucets; closed water meters; gates; pot pieces; ingots and burned brass; aluminum, silicon, and manganese bronzes; iron and non-metals. No piece to measure more than 12" over any one part or weigh over 100 lbs.
Enerv—RED BRASS COMPOSITION TURNINGS	
	Shall consist of turnings from red brass composition material and should be sold subject to sample or analysis.
Elder—GENUINE BARBIT-LINED BRASS BUSHINGS	
	Shall consist of red brass bushings and bearings from automobiles and other machinery, shall contain not less than 12% high Sn-base babbit, and shall be free of iron-bedded bearings.
Eland—HIGH GRADE-LOW LEAD BRONZE SOLIDS	
	It is recommended these materials be sold by analysis.
Elies—HIGH LEAD BRONZE SOLIDS AND BORINGS	
	It is recommended that these materials be sold on sample or analysis.

Item Code Word	Item
Engel—MACHINERY OR HARD BRASS SOLIDS	
	Shall have a copper content of not less than 75%, a tin content of not less than 6%, and a lead content of not less than 6%—not more than 11%, and total impurities, exclusive of zinc, antimony, and nickel of not more than 0.75%; the antimony content not to exceed 0.50%. Shall be free of lined and unlined standard red car boxes.
Erm—MACHINERY OR HARD BRASS BORINGS	
	Shall have a copper content of not less than 75%, a tin content of not less than 6%, and a lead content of not less than 6%—not more than 11%, and the total impurities, exclusive of zinc, antimony, and nickel of not more than 0.75%, the antimony content not to exceed 0.50%.
Fence—UNLINED STANDARD RED CAR BOXES (CLEAN JOURNALS)	
	Shall consist of standard unlined and/or sweated car journal bearings, free of yellow boxes and iron-bedded boxes.
Ferry—LINED STANDARD RED CAR BOXES (LINED JOURNALS)	
	Shall consist of standard babbit-lined railroad boxes and/or babbit-lined car journal bearings, free of yellow boxes and iron-bedded boxes.
Grape—COCKS AND FAUCETS	
	Shall consist of mixed clean red and yellow brass, including chrome or nickel-plated, free of gas codes, base faucets, and aluminum and zinc base die cast material, and to contain a minimum of 36% semi-red.
Henry—YELLOW BRASS SCRAP	
	Shall consist of brass castings, rolled brass, rod brass, tubing and miscellaneous yellow bronzes, including plated brass. Must be free of manganese-bronze, aluminum-bronze, unsweated radiators or radiator parts, iron, excessively dirty and corroded materials.
Mery—YELLOW BRASS CASTINGS	
	Shall consist of yellow brass castings in crucible shape, no piece to measure more than 12 inches over any one part; and shall be free of brass forgings, silicon bronze, aluminum bronze and manganese bronze, and not to contain more than 15% nickel plated material.
Label—NEW BRASS CLIPPINGS	
	Shall consist of the cuttings of new unalloyed yellow brass sheet or plate, to be clean and free from foreign substances and not to contain more than 10% of clean brass punchings under 1/4 inch. To be free of Muntz metal and naval brass.
Lace—BRASS SHELL CASES WITHOUT PRIMERS	
	Shall consist of clean fired 70/30 brass shell cases free of primers and any other foreign material.
Lady—BRASS SHELL CASES WITH PRIMERS	
	Shall consist of clean fired 70/30 brass shell cases containing the brass primers and which contain no other foreign material.
Lake—BRASS SMALL ARMS AND RIFLE SHELLS, CLEAN FIRED	
	Shall consist of clean fired 70/30 brass shells free of bullets, iron and any other foreign material.
Lamb—BRASS SMALL ARMS AND RIFLE SHELLS, CLEAN MUFFLED (POPPED)	
	Shall consist of clean muffled (popped) 70/30 brass shells free of bullets, iron and any other foreign material.

**Chemetco Information, Canadian plant
shipments (documentation from Decatur AL
files).**



BALCH & BINGHAM LLP

Alabama • Georgia • Mississippi • Washington, DC

W. Clark Watson
(205) 234-3466

File

Attorneys and Counselors
1901 Sixth Avenue North, Suite 2400
P.O. Box 906 (35201-0906)
Birmingham, Alabama 35203-2638
(205) 251-8100
(205) 234-8799 Fax
www.balch.com

(205) 488-8637 (direct fax)
cwatson@balch.com

March 9, 2004

BY FACSIMILE (618) 234-9786
BY U.S. MAIL

Mary E. Lopinot, Esq.
Mathis, Mariflan, Richter & Grandy, Ltd.
720 West Main Street, Suite 100
Bellefonte, IL 62220

Re: *Chemetco, Inc.*
Case No. 01-34066

Dear Mary:

Thank you for your March 4, 2004 letter.

I agree with your statement that the \$8,012.00 payment by check no. 459 does not qualify for the new value defense. I provided that information to you only to demonstrate that Wolverine Tube, Inc. ("WTI") has a claim in that amount. It does appear, however, that we agree on a new value defense of \$5,953.00 by virtue of check no. 480.

As for WTI's ordinary course of business defense, I am unaware of the source of the document that you sent to me which you refer to as "Chemetco contract #4870". WTI does not have any such document in its files. It appears to be a computer-generated document prepared by Chemetco. Please let me know if you know where this document came from.

WTI's customary credit terms for in-stock standard inventory items are net 30 days. However, the material purchased by Chemetco was not a standard item, but instead, was scrap brass which is priced according to weight rather than per item. WTI has been unable to locate any document that memorializes the payment terms for those purchases. It seems that Chemetco's purchase of scrap brass originated with orders sent to WTI's affiliate, Wolverine Tube (Canada), Inc. ("Wolverine Canada"). WTI and Wolverine Canada customarily provide identical credit terms to their common customers.

Enclosed are copies of three invoices by Wolverine Canada to Chemetco, each for various quantities of "Metal sole, Pit cleaning and mix brass." You will observe that the payment terms for each of these invoices is 90 days. I am also enclosing a copy of Mr. Ron Ledbetter's October 3, 2002 letter to you and the Trustees where he first advised each of you of the 90 day payment terms.

WTI 0023

WTI-TC 0002

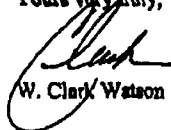
BALCH & BINGHAM LLP

Mary E. Lopinot, Esq.
March 9, 2004
Page 2

Despite my client's firm conviction regarding these payment terms, I recognize that WTI's documentation on this issue is less than ideal. Moreover, the amount in controversy and the venue of the case requires WTI to evaluate the economics of taking this case to trial. I am therefore authorized to offer Two Thousand Five Hundred Dollars (\$2,500.00) in full settlement of this adversary proceeding. This offer is contingent upon the offer being accepted by the Trustee, subject to court approval, on or before March 16, 2004.

Please review this offer with the Trustee and then contact me as soon as possible. I look forward to hearing from you.

Yours very truly,



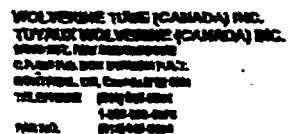
W. Clark Watson

WCW:im
Enclosures

cc: ✓ Johann R. Manning, Jr. (with enclosures)
Ron Ledbetter (with enclosures)

000001.1

WTI 0024
WTI-TC 0003



WILLIAM R. RIFE (CONT'D) INC.
P.O. Box 426, Station P.A.T.
Morgantown, Co
26506

INVOICE FACTOR

Page	Contract/Order, Subcontract/Order	Supplier/Manufacturer	Contract/Order Number	Est. Fiscal Year	SIC	NAICS Code or Equivalent of SIC	Contract/Order Fiscal Year		Contract/Order Modified	Fiscal Year			Contract/Ordering Agency
							1997	1998		1999	2000	2001	
							99	99		5	1	2001	01-0000

Shirley M. Wenden, Ph.D.

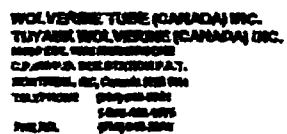
Bridge the 5-10 Year Gap

Chemico
43 Executive Avenue
Edison, NJ
08817

Chernice
43 Executive Avenue
Edison, NJ
08817

[illegible]

WT1 0025
WT1-TC 0004



WILLIAM T. FINE (COMMONLY KNOWN AS
PAT BOYD), Station F.A.T.
Hickman, Ga
1440 004

DISVOICE FACTURE

Page	Contract Number and Reporting Period	SPRINT/CONTRACTOR	SPRINT Description	REL. FISCAL DATA	CIN	UNCLASSIFIED CLASSIFICATION	Reporting Period		Performance Rating	BAC			Contract to Complete
							From	To		Cost	Value	Year	
			Method				NO	NO		8	1	2001	01-0000

Model Inc / Windows PC

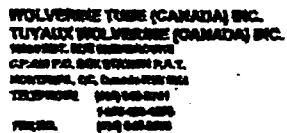
Ship to Shore Inc.

Chemical
4 Executive Avenue
Edison, NJ
08817

Copyright
 © Executive Systems
 Edison, NJ
 08877

[illegible]

WT1 0026
WT1-TC 0005



TELEPHONE TOLL FREE (800) 451-7272
P.O. Box 482, Middleburg, PA 17057
Barnhart, Co.
1985 Model

**IMPROVE
FACILITY**

Page	Contract Number and Contract Name	SOP/INSTRUMENT	Reporting Agency	NA Form FIPS	NA	Alliance or Joint Venture Status	Contract Description		Contract Status	FISCAL YEAR			Status Remarks
							FY	FY		FY	FY	FY	
			Medicaid				NO	NO		\$	\$	2001	91-0402

Model No. / Vendor Ac.**Widger Inc / Linn Co**

Christian
43 Executive Avenue
Edison, NJ
0817

Chemistry
43 Executive Avenue
Edison, NJ
08817

[illegible]

WTI 0027
WTI-TC 0006

WOLVERINE FINANCE COMPANY

28000 AUSTIN WHITT ROAD
P.O. BOX 399
ARNDRE, TENNESSEE 38448
TELEPHONE 888-888-1210
FAXIMILE 888-888-3331

October 3, 2002

Mathis, Mariflan, Richier & Grandy, LTD
Attention: Laura K. Grandy
Mary H. Lopinot
720 West Main Street, Suite 100
Belleville, IL 62220

RE: Chemetco, Inc./BK 01-34066

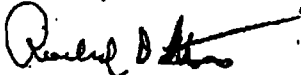
Laura and Mary:

My name is Ron Ledbetter, Corporate Credit Manager of Wolverine Tube, Inc I am in receipt of a letter sent by you dated September 17, 2002 which questions some payments received by our Montreal facility from the subject company. The payments in question were check numbers 333, 360, and 370, which total \$53,154.76.

I researched the invoicing and payment procedures between our facility and Chemetco and these payments were made in a manner consistent with the ordinary course of dealing with Subject Company. Subject Company paid the invoices in an average of 112 days and the invoices were due net 90 days.

I have attached a copy of invoices and payment remitters. If there are any further questions or information needed, please give me a call or send me an e-mail.

Sincerely,



Ron Ledbetter
Corporate Credit Manager

W

WTI 0028
WTI-TC 0007

FROM

(FRI)10 4 2002 11:48/ST.11:48/NO.6000079102 P 1

WOLVERINE TUBE (CANADA) INC.

885 Garsshore Street
P.O. Box 100,
Fergus, Ontario, Canada N1M 2W7
Telephone 519-843-2440

Facsimile: (519) 843-8202

**CONFIDENTIAL
FAX TRANSMISSION**

*Fax to
Clark Watson
at Balch.*

DATE: 04/10/2002 TIME: 11:27 FAX NO: 246-680-3096

TO: Chip Manning, Wolverine Tube Inc., Huntsville, AL

FROM: Dushyant P. Patel

OPERATOR:

No. OF PAGES: 14 (incl. Cover)

PLEASE DELIVER THIS FACSIMILE TO THE ABOVE ADDRESSEE(S). IF YOU DID NOT RECEIVE ALL OF THE PAGES IN GOOD CONDITION, PLEASE ADVISE.

Subject: Chemetco

Enclosed please find the following:

1. For \$10,525.80 received, attached is the bill of lading for the brass skinnings shipped. The invoice is at off-site storage.
2. Attached are two invoices (nos. 1-17 and 1-18) for the amounts \$30,543.07 and \$20,457.71. We have not received the payments as claimed by the Trustee. May be the trustee could send us the copies of the both sides of the cancelled cheque. Please note our invoices were always adjusted by Chemetco. The invoices clearly stated "Provisional Pricing".

Chip, it was a pleasure working with you. For further assistance, please send an e-mail to Debbie Selter as she will be working Tuesdays and Thursdays.

Regards,

Dushyant

OUR POLICY: " EXCEEDING CUSTOMER EXPECTATIONS"

Received Time Oct. 4. 10:50AM

WTI 0029

WTI-TC 0008

(FRI)10 4 2002 11:48/ST.11:48/NO.6080073192 P 2
METAL ALLE 0440

ROUTED TO *Citibank*
 COPIES ATTACHED TO
 VIA *Plu - Buier* *Jan. 01-16.*

DATE		
MO / YR	MO	DAY / YR
7	5	59

[illegible]

Received Time Oct. 4. 10:50AM

WTI 0030
WTI-TC 0009

WOLFEHART 30 JFFS INC.
288 BAYVIEW AVE. (WEST), P.O. BOX 114
PERNELL, ONTARIO, M1H 2H7
TELEPHONE (519)413-2448
FAX NO. 519-645-4302

SHIP TO: WOLFEHART 30 JFFS INC.
288 BAYVIEW AVE. (WEST), P.O. BOX 114
PERNELL, ONTARIO, M1H 2H7

2001-2.4

FROM

Received Time: Oct. 4, 10:50AM

DATE	INVOICE NO.	SHIP TO	SHIPPED FROM	PPC/COL	QTY	DATE OF ORDER	DATE SHIPPED	POST NO.	MONTH	DAY	YEAR	INVOICE #
01	see below	CUSTOMER PICKUP		F COL		see below	FEB 1 1991		6	22	01	1-17
<p>Ship To: CHEMETCO INC 1640 SOUTH LATHROP AVE. HARVEY, ILLINOIS 60631 USA</p> <p>Ship From: CHEMETCO INC 1640 SOUTH LATHROP AVE. HARVEY, ILLINOIS 60631 USA</p>												
DESCRIPTION						QUANTITY	PRICE	AMOUNT				
1 LOAD OF LOOSE BRASS SCRAP FROM MS 8251 Provisional Pricing						42,828	21.2400 US	\$9,107.80	10,375.1			
1 LOAD OF LOOSE BRASS SCRAP FROM MS 8782 Provisional pricing						45,720	2.2400 US	\$10,222.80	10,264.14			
1 LOAD OF LOOSE BRASS SCRAP FROM MS 8250						48,864	1.2400 US	\$6,059.14	9,963.7			
TERMS: NET 30 DAYS						INVOICE TOTALS		151,894	US FUNDS		21,449.64	

*TO EXCEED CUSTOMER EXPECTATIONS

Final Payout \$30,543.5

(FRI) 10 4 2002 11:47/ST. 11:48/NO. 600078192 P 4

WTI 0032
WTI-TC 0011

(FRI)10 4 2002 11:47/ST.11:48/NO.5090079192 P 5
MEIALSA

VENUE AT SOLD TO
RECORD AT SHIPPED TO
BY

DATE		
MM	DD	YY
18	06	01

[illegible]

Received Time Oct. 4. 10:50AM


WTI 0033

WTI-TC 0012

FROM

(FRI)10 4 2002 11:47/ST.11:48/NO. 5090073182 P 6

Receipt of this part of order on the date specified, from the carrier described herein, the goods are hereby acknowledged and received by the consignee. The carrier is not responsible for the goods if they are not received by the consignee within the time specified in the order. The carrier is not responsible for the goods if they are not received by the consignee within the time specified in the order. The carrier is not responsible for the goods if they are not received by the consignee within the time specified in the order.

 WOLVERINE TUBE (CANADA) INC. Purgas Strip Division 886 Caribore Street, P.O. Box 100, Purgas, Ontario, Canada M1M 2A7 Telephone 918-845-8440 Fax 918-845-8037	06-18-01 FM 784 CUSTOMER P/L	
	CHEMETCO 3576 CHEMETCO LANE HARTFORD, CT PERGUS, ONTARIO	
DECLARED VALUATION (Maximum amount of \$10,000 unless otherwise declared valuation stated on invoice and entered on back of invoice)		\$

10051 BRSS 42,820 SKIMMINGS		PRIORITY CHARGE COLLECT <input checked="" type="checkbox"/> PREPAID <input type="checkbox"/> C.O.D. (SPECIAL) COLLECTION CHARGE COLLECT <input type="checkbox"/> PREPAID <input type="checkbox"/> AGENCY C. S. COLLECTION CHARGE C. S. D. TOTAL \$ FREIGHT \$ INSURANCE \$ OTHER CHARGES \$ TOTAL \$
--------------------------------	--	---

DELIVER AFTER 5:00 PM BEFORE 5:00 PM

NOTICE OF CLAIM: If the carrier is liable for loss, damage or delay in any goods, the carrier shall be liable for the full value of the goods at the time of delivery. The carrier is not responsible for the goods if they are not received by the consignee within the time specified in the order.

WOLVERINE TUBE (CANADA) INC. DATE 06-18-01 BY THORNTON	DATE 06-18-01 BY B. J. [Signature]
--	---------------------------------------

Received Time Oct. 4 10:50AM

WTI 0034

WTI-TC 0013

(FRI) 10 4 2002 11:47/ST. 11:48/NO. 6080078192 P 7
METAL SAL 3132

VERO A7 SOLD TO *C. METCO*
 C/O ONE A7 SHIPPED TO *per 1-17*
 VIA *P.H. Carter*

DATE..		
Wk / Yr	MO	DAY
2/20/69		

[illegible]


Received Time Oct. 4. 10:50AM

WTI 0035
WTI-TC 0014

FROM

(FRI)10 4 2002 11:47/ST.11:48/NO.6090078102 P 8

Shipment of goods by air is subject to the conditions of carriage of goods by air as published by the International Civil Aviation Organization (ICAO) and to the conditions of carriage of goods by air as published by the International Air Transport Association (IATA). The carrier is not responsible for any loss or damage to goods in transit, whether caused by fire, theft, pilferage, or any other cause, and is not responsible for any delay in delivery of goods, whether caused by weather, air traffic control, or any other cause. The carrier is not responsible for any loss or damage to goods in transit, whether caused by fire, theft, pilferage, or any other cause, and is not responsible for any delay in delivery of goods, whether caused by weather, air traffic control, or any other cause.

 WOLVERINE TUBE (CANADA) INC. Forge & Pipe Division 885 Burnhamthorpe Road, Box 100, Mississauga, Ontario, Canada M9W 5N7 Telephone 905-885-0440 Fax 905-885-0087		6-22-01 FM 300 CUSTOMER P/LA	
CHEMETCO 3576 CHEMETCO LANE HARTFORD CT HARTFORD, CONNECTICUT 06105		LIVINGSTON COLLECT	
FERGUS, ONTARIO		DECLARED VALUATION MAXIMUM LIABILITY OF \$500 PER PACKAGE UNLESS DECLARED VALUATION SERVICE IS ORDERED (COST \$0.50 PER \$1000)	
LAISE BRASS SKIMMERS		45,720 LBS.	
45,720 LBS.		TOTAL WEIGHT	

NOTICE OF CLAIM: The carrier is not responsible for any loss or damage to goods in transit, whether caused by fire, theft, pilferage, or any other cause, and is not responsible for any delay in delivery of goods, whether caused by weather, air traffic control, or any other cause.

WOLVERINE TUBE (CANADA) INC. DATE: 6-22-01 BY: J. Bowman	DATE: JUNE 22/01 BY: J. Bowman
--	-----------------------------------

Received Time Oct. 4. 10:50AM

WTI 0036
WTI-TC 0015

FROM
JAN POLYMER LINE (CANADA) INC.

MEIAL SA

WINDU AT GILES TO

EXHIBIT A7-10-10-10

५०

CINETCO

Grw. 1-17

P/4 - Бесс

DATE		
JULY	AUG	NOV
1	2	3
4	5	6
7	8	9
10	11	12
13	14	15
16	17	18
19	20	21
22	23	24
25	26	27
28	29	30
31		

[illegible]

Received Time Oct. 4. 10:50AM

WTI 0037

WTI-TC 0016

(FRI)10 4 2002 11:40/ST. 11:40/NO. 5090079192 P 10

ation described in apparent good order, except as noted which has earlier agreed in duty and in relation to the Bureau's action on the case in that department. Signed

Received Time Oct. 4. 10:50AM

INVOICE

FROM

WOLFEHINE RACOLAPPS INC.
888 BARKSHORE STREET, P.O. BOX 100
PERHAM, ONTARIO, N1H 2W7
TELEPHONE (519) 440-0400
FAX NO. 519-440-0000

SHIP TO:

WOLFEHINE RACOLAPPS INC.
888 BARKSHORE ST., P.O. BOX 100
PERHAM, ONTARIO, N1H 2W7

Received 11:00 Oct. 4 - 10:50 AM

DATE	METAL SALES NO.	SHIP VIA	SHIPPED FROM	BILL OF LADING NO.	TAX EXEMPT	UNIT NO.	DATE	INVOICE #
01	see below	CUSTOMER PICKUP	F COL	see below	YES YES		MONTH DAY YEAR	1-10
<p>SHIP TO: CHEMETCO INC 16400 SOUTH LATHROP AVE HARVEY, ILLINOIS, 60426 USA</p> <p>SHIP TO: CHEMETCO INC 16400 SOUTH LATHROP AVE HARVEY, ILLINOIS 60426 USA</p>								
DESCRIPTION			SHIPPED POUNDS	PRICE/LB	AMOUNT			
1 LOAD OF LOOSE SPURS (BUSHINGS) REFER TO MS 2700 Predatorial pricing			45,914	20.2200 US	9,284.15			
1 LOAD OF LOOSE SPURS (BUSHINGS) REFER TO MS 2700 Predatorial pricing			43,300	8.2200 US	3,559.26			
1 LOAD OF LOOSE SPURS (BUSHINGS) REFER TO MS 2700 PM 200			30012	8.2200 US	2,467.18			
TERMS: NET 30 DAYS			INVOICE TOTALS		12,310.59			

"TO EXCEED CUSTOMERS EXPECTATIONS"

Final payout \$20,457.71

(FR) 10 4 2002 11:48/ST. 11:48/NO. 5090079192 P 11

WTI 0039
WTI-TC 0018

(FBI) 10 4 2002 11:48/ST. 11:48/NO. 6090079192 P 12

VERIFIED BY Continued.
 COPIES SHIPPED TO
 VIA P/C. Collect.

DATE		
MO	DAY	YEAR
1	3	79

[illegible]

Received Time Oct. 4. 10:50AM

WTI 0040
WTI-TC 0019

(FRI)10 4-2002 11:48/ST. 11:48/NO. 6090079192 P 19

STUDY 1: 1974-1975

DATE
JUN 1964
10079

[illegible]

Received Time Oct. 4. 10:50AM

WTI 0041

WTI-TC 0020

(FRI) 10 4 2002 11:48/ST. 11:48/NO. 5000073192 P 14
MEIAL SALE 0100

VERSI A7 SOLD TO *C. Minter*
 EXPENSE A7 SHIPPED TO
 VN *Ph. Williams*

DATE		
MONTH	DAY	YEAR
10	10	1964

[illegible]

Received Time Oct. 4. 10:50AM

WTI 0042

WTI-TC 0021

FROM

(WED) 11 Y 2001 14:52/07.14:54/NO. 0000074790 P 1



**Wolverine
Ratcliffs Inc.**

Memo

To: Tom Morton

From: Bill Wright

CC:

Date: November 7, 2001

Subject: Chemetco Inc.

Tom;

Fergus has shipped skimmings and scrap brass, bronze, and nickel silver alloys to Chemetco USA since October 1999. Prior to then these items would have gone to Lakeside Scrap Metals, Noranda and Metcon (in Hamilton, Ontario).

Attached is a comparison of the quotes from Chemetco and Ansam in August of this year, a letter that was faxed and sent via registered mail to Chemetco, a fax sent to Chemetco's controller, and the statement of account showing the amount due WRI.

Bill.

FROM

(WED) 11 T 2001 14:18/ST. 14:184/NO. 8080074708 P E

865 Garsshore Street, Fergus, Ontario, Canada N1M 2W7
Tel: 1-519-843-3440 Sales: 1-519-727-2734 or 1-800-648-7265
Fax: 1-519-843-6087

CHEMETCO INC.
3576 Chemetco Lane,
Hartford, Illinois, USA.
62048

Attention Mr. John Sharkey

Dear John;

Attached is a copy of our "Statement of Account" for Chemetco Inc. It shows a balance due to WRI of \$646,596.90 US funds for the sale of scrap copper alloys to Chemetco Inc. We at this point must respectfully request a payment schedule. If, due to recent circumstances at Chemetco Inc. this is not possible, we request a time schedule for picking up any unused metal we have sold to Chemetco Inc. Should there not be any unused metal remaining on sight, we will consider alternative copper alloy units for replacing such.

Sincerely;

W. (Bill) Wright.

Nov 5, 2001.

c.c. Wolverine Ratcliffe Inc. - Controller, Mr. Dushyant Patel.

WOLVERINE RATCLIFFE, INC. COMPANY

WTI 0044
WTI-TC 0023

FROM

(WED) 11 7 2001 14:58/ST. 14164/NO. 5080074786 P 8

Wolverine Ratcliffe Inc.
168 Garsden Street
Perth, Ontario
N1H 2W7

Statement of Account: Chemplex
As of November 2, 2001

WRI Invoice #1-	FM	Date	Provisional Invoice		Final Payout
17	283	22-Jun	\$ 10,181.38		\$ 9,903.78
17	284	22-Jun	\$ 10,278.80		\$ 10,375.17
17	300	22-Jun	\$ 10,672.80	\$ 31,440.86 120 days old	\$ 10,264.14
18	318	20-Jul	\$ 8,969.08		\$ 10,488.87
18	337	20-Jul	\$ 8,574.40		\$ 9,987.84
18	338	20-Jul	\$ 8,714.84	\$ 28,258.12 90 days old	
20	355	20-Aug	\$ 8,278.08		
28	357	20-Aug	\$ 8,628.00		
27	358	20-Aug	\$ 21,435.79		\$ 21,435.78
28	359	20-Aug	\$ 21,382.01		\$ 21,382.00
24	360	20-Aug	\$ 20,811.28		\$ 20,802.82
25	381	20-Aug	\$ 17,858.45		\$ 17,858.45
23	382	20-Aug	\$ 22,881.31		\$ 22,588.82
21	383	20-Aug	\$ 20,188.42		\$ 20,588.58
22	384	20-Aug	\$ 19,288.08		\$ 19,018.50
20	385	20-Aug	\$ 18,801.34		\$ 18,827.25
18	386	20-Aug	\$ 20,672.58	\$ 203,181.32 80 days old - terms 15 days	
31	410	15-Sep	\$ 7,879.44		
31	411	15-Sep	\$ 7,711.20		
32	412	15-Sep	\$ 22,228.88		\$ 22,133.28
32	413	15-Sep	\$ 21,549.08		\$ 21,487.80
32	415	15-Sep	\$ 21,857.24		\$ 21,857.24
32	416	15-Sep	\$ 21,760.82		\$ 21,711.24
32	418	15-Sep	\$ 21,529.80		\$ 21,443.40
33	428	15-Sep	\$ 20,135.18		\$ 20,128.98
33	429	15-Sep	\$ 21,507.00		
33	431	15-Sep	\$ 22,308.48		\$ 22,222.08
34	432	15-Sep	\$ 21,408.80		\$ 21,384.18
33	433	15-Sep	\$ 20,919.50		\$ 20,778.50
34	434	15-Sep	\$ 22,505.80		
34	435	15-Sep	\$ 21,168.00		\$ 20,445.88
35	438	15-Sep	\$ 21,338.88		
36	439	15-Sep	\$ 22,180.04		
35	448	15-Sep	\$ 19,550.80		
37	451	15-Sep	\$ 19,502.10	\$ 353,540.12 37 days old - terms 15 days	
MS5810	463	5-Oct	\$ 7,324.02		
MS5811	453	5-Oct	\$ 7,247.62		
MS5812	464	5-Oct	\$ 8,127.72		
MS5818	465	24-Oct	\$ 7,557.12	\$ 30,258.38 Current	
				\$ 648,898.98	

WTI 0045

WTI-TC 0024

FROM

(NRD) 11 7 2001 14:05/ST. 14:54/NO. 0200074708 P 4



Wolverine Ratcliffs Inc.

865 Cartshore Street, Fergus, Ontario, Canada N1M 2W7
Tel: 1-519-843-2440 Sales: 1-519-787-2734 or 1-800-668-7265
Fax: 1-519-843-6087

CHEMETCO INC.
3576 Chemetco Lane,
Hartford, Illinois, USA.
62048

Attention Mr. John Siebel

Dear John;

In reference to the recent changes at Chemetco Inc. and the funds owed to WRI would you please advise whether the Bankruptcy declaration is filed under Chapter 11 or 7. During Dushyant Patel's conversation with you on November 2nd, you had indicated that those details would be finalized on that day. Any clarification you are able to advise would be much appreciated.

Sincerely;

W. (Bill) Wright.

Nov 7, 2001.

c.c. Wolverine Ratcliffs Inc. - Controller, Mr. Dushyant Patel.



A WOLVERINE TUBE, INC. COMPANY

WTI 0046

WTI-TC 0025

Page 1

All funds US\$				Scrap Quotes							
Date	Comex Copper Basis	LME Tin Basis	LME Nickel Basis	LME Zinc Basis	Alloy	Lbs	Quote	Freight	Brokerage	Terms	Buyer
Aug 14	\$0.8620	\$1.73			5100	80,000	\$0.615	Collect	Collect	Net 15	Chemetco
Aug 20	\$0.6745	\$1.61			5100	80,000	\$0.600	Collect	Collect	Net 30	Anasim
Aug 14	\$0.8620	\$1.73			5211	400,000	\$0.535	Collect	Collect	Net 15	Chemetco
Aug 20	\$0.6745	\$1.61			5211	250,000	\$0.520	Collect	Collect	Net 30	Anasim
Aug 20	\$0.6745	\$1.61			5211	150,000	\$0.380	Collect	Collect	Net 30	Anasim
Aug 20	\$0.6745		\$2.62	\$0.36	7520	250,000	\$0.680	Collect	Collect	Net 30	Anasim
Aug 20	\$0.6745		\$2.62	\$0.36	7520	42,000	\$0.350	Collect	Collect	Net 30	Anasim
Aug 23	\$0.6630		\$2.58	\$0.37	7520	300,000	n/a	Collect	Collect	Net 15	Chemetco
Aug 20	\$0.6745		\$2.62	\$0.36	7706	43,000	\$0.600	Collect	Collect	Net 30	Anasim
Aug 23	\$0.6630		\$2.58	\$0.37	7706	43,000	n/a	Collect	Collect	Net 15	Chemetco

Note - Chemetco have said that they would be willing to purchase a trial load of alloy 7520 at \$0.50 per lb for the mill grade material. Nickel alloys cause them a problem in smelting; they would therefore purchase the material and broker it out. The price is nowhere near that offered by Anasim metals.

(Wed) 11 Y 8001 14188/81.14184/NO.8080074788 P 6

WTI 0047
WTI-TC 0026

Lonae - timing of
pricing

→ shut down end of month

→ Chancelo - \$1.10/dollar

→ new charging line

→ settled at govt

→ don't return calls

↳ Denise Myers
John Seibel - last bid

→ ↳ in bank negotiation
→ return call

☐ sttoday

NATURE SAVER™ FAX MEMO 01010

To	Tom Martin	From	Dave Gester
On/Off		On	
Phone #		Phone #	
Fax #		Fax #	

☐ Monthly Club
Currently \$6
(3-day free)

☐ home ☐ new ☐ business ☐ sport ☐ entertainment ☐ job ☐ auto ☐ real estate ☐ health

(Wednesday, Oct. 31, 2001)

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in business

Chemetco Inc. will close plant and file for bankruptcy
 BY ROBERT KELLY and GREGORY GANCELADA
 Of the Post-Dispatch
 10/30/2001 08:33 PM

Burdened by a weak national economy and a \$3.8 million federal fine for illegally dumping metal-filled wastewater, Chemetco Inc. will close its plant Wednesday and file for bankruptcy, state and county officials say.

The number of people to be laid off Wednesday was unavailable, but the copper-smelting company had 167 employees last year.

Chemetco, located off Illinois Route 3 south of Hartford, has stopped accepting new materials and could file for bankruptcy today, said Dennis McMurray, a spokesman for the Illinois Environmental Protection Agency.

The Chemetco Inc. copper smelting plant in Hartford, Ill. will be closing this week.
 (David Carson/P-C)

Company executives did not return phone calls Tuesday.

The Chemetco layoffs follow the loss of 650 jobs in the area in August when Ladue Steel Co. of Alton declared bankruptcy and shut down its mill.

"Alton has suffered quite a bit recently. It's a big blow to the local economy," said David Stocklin, program administrator with the Madison County Employment and Training Department.

He said the county agency would do its best to help Chemetco workers find jobs or receive retraining. The agency's services range from help with writing resumes to providing money for education.

Company owner John Suarez of Ladue met with state EPA officials on Tuesday to tell them of his plans to close the plant, McMurray said.

The EPA has been supervising a cleanup at the plant site ordered by a federal judge a year ago. The agency imposed the fine because Chemetco built a secret pipe that illegally dumped the toxic wastewater.

Piles of hazardous zinc oxide populate the plant site, and the EPA likely will continue to push for a cleanup even if the plant is closed, McMurray said.

DOWNSIZING

Local Business
 Management Group

file://C:\TEMP\Chemetco.htm

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WWT

WTI 0049

WTI-TC 0028

"We're certainly concerned about the material," he said. "We'll certainly be trying to contact the company's lawyers to determine what type of bankruptcy is filed."

A spokesman for the Illinois attorney general's office said he was unsure whether bankruptcy would affect the fine or cleanup.

Chemetco is appealing the \$3.8 million fine imposed last October by U.S. District Judge William D. Stiel. The case was argued before the 7th U.S. Circuit Court of Appeals in Chicago in April; the appellate court has yet to rule.

Stiel called the pipe's installation willful and egregious, but at the time he imposed the fine, he said he didn't want to bankrupt the company. Prosecutors had recommended a fine of about twice the amount imposed.

On top of the fine, the economic slowdown has caused the price of industrial metals such as copper to tumble, further hurting Chemetco's revenue. The price of copper has fallen 25 percent since the end of last year.

Former Chemetco owner Denis Feron ordered the pipe installed in 1985 to connect one of the plant's wastewater basins to Long Lake, north of Interstate 270. Collected rainwater contaminated by metals and water used in the smelting process were dumped into Long Lake through the pipe.

The worst of the hazardous waste has been removed from the lake, a state environmental official said early in October. But officials would not declare the site safe.

Chris Cahnovsky, a spokesman for the IEPA's regional office at Collinsville, said his agency was still investigating whether any hazardous waste had leached off Chemetco's property.

"We haven't found any levels that would be any health risk," he said.

He said samples also had been taken from fish caught in the Porton Beach recreational part of Long Lake, where fishing is permitted, and no hazardous levels of chemicals had been found.

Cahnovsky said the 10-inch pipe discharged pollutants from 1985 until IEPA authorities discovered it 10 years later during a regular inspection. No reports of illness or injury have been linked to the pollutants, officials said.

Chemetco officials initially called the dumping an accident. But the company pleaded guilty last year of criminal violation of the federal Clean Water Act and of lying to officials about the pipe. Five former workers were sentenced to probation or in-home detention for their part in the dumping.

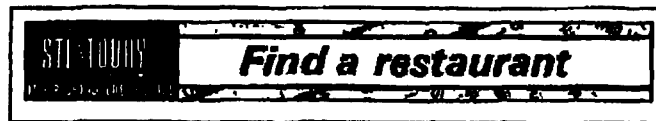
Feron, Chemetco's former owner, has been charged with criminally violating the Clean Water Act. He sold the company to Suarez in 1993. Feron has not been arrested, and officials believe he is living in Ireland or his native Belgium.

Authorities said they had no evidence that Suarez knew about the discharge pipe installed while Feron owned the company.

Reporter Robert Kelly:
E-mail: rkelly@post-dispatch.com
Phone: 314-725-7905

Reporter Gregory Cangelosi:
E-mail: gcangelosi@post-dispatch.com
Phone: 314-340-8336
[back]

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WAT 1

WTI 0050

WTI-TC 0029

Guidelines for Nonferrous Scrap: NF-2003

Note: When the individual scrap grades in this Circular, denoted by the various code words, are used, an agreement between parties is also bound by the terms of "Apple" as it appears below, unless the terms and conditions of a specific contract provide otherwise, in which case the specific contractual provisions shall govern.

ISRI
Code
Word

Item

Apple—Nonferrous Terms

- a. Delivery of more or less of the specified quantity up to 3 percent is permissible.
- b. A ton shall be understood to be 2,000 pounds, unless otherwise specified.
- c. If any portion of the goods covered by a contract are unshipped or undelivered within the time specified in a contract, then that portion is subject to cancellation by the buyer and/or the buyer has the right to hold the seller responsible for substantiated damages.

If, because of embargo and/or other conditions of force majeure, a delivery or shipment cannot be made by the time specified, the contract shall remain valid and shall be completed promptly upon lifting of the embargo and/or conditions of force majeure and the terms of said contract shall not be changed.

- d. If for any portion of a contract the buyer fails in a timely manner to open a Letter of Credit and/or fails to provide proper conveyance and/or shipping instructions as specified in the contract, then that portion is subject to cancellation by the seller and/or the seller has the right to hold the buyer responsible for substantiated damages.

If, because of embargo and/or other conditions of force majeure, a delivery or shipment cannot be made by the time specified, the contract shall remain valid and shall be completed promptly upon lifting of the embargo and/or conditions of force majeure and the terms of said contract shall not be changed.

- e. If a significant weight or quality difference is apparent, the seller should be notified promptly and, if requested, another weight or quality determination should be taken. Seller and/or buyer should be given the opportunity to appoint an independent surveyor or a representative to verify weights and/or quality.

For purposes of this section, the meaning of the word "significant" shall be determined by agreement between buyer and seller, depending on the commodities and their values.

- f. If it is mutually determined that goods delivered do not conform to the description specified in the contract, then the shipment is subject to rejection or downgrade.

Disposition of, replacement of, and/or financial adjustment for rejected material shall be subjected to mutual agreement between buyer and seller. Seller is responsible for freight costs.

Buyer is expected, however, to exert every effort to limit rejections only to that portion of the shipment which is unsalable and to return the rejected portion promptly upon request, if government regulations permit.

ISRI
Code
Word

Item

Burley—No. 1 COPPER WIRE

Shall consist of No. 1 bare, uncoated, unalloyed copper wire, not smaller than No. 18 B & B wire gauge. Green copper wire and hydraulically compacted material to be subject to agreement between buyer and seller.

Berry—No. 1 COPPER WIRE

Shall consist of clean, unshredded, uncoated, unalloyed copper wire and cable, not smaller than No. 18 B & B wire gauge, free of burnt wire which is brittle. Hydraulically briquetted copper subject to agreement.

Birch—No. 2 COPPER WIRE

Shall consist of miscellaneous, unalloyed copper wire having a nominal 99% copper content (minimum 94%) as determined by electrolytic assay. Should be free of the following: Excessively leaded, lined, soldered copper wire; brass and bronze wire; excessive oil content; iron and non-metallics; copper wire from burning, containing insulation; hair wire; burnt wire which is brittle; and should be reasonably free of ash. Hydraulically briquetted copper subject to agreement.

Candy—No. 1 HEAVY COPPER

Shall consist of clean, unalloyed, uncoated copper shavings, punchings, true bars, commutator segments, and wire not less than 1/16 of an inch thick, free of burnt wire which is brittle, but may include clean copper tubing. Hydraulically briquetted copper subject to agreement.

CHW—No. 2 COPPER

Shall consist of miscellaneous, unalloyed copper scrap having a nominal 99% copper content (minimum 94%) as determined by electrolytic assay. Should be free of the following: Excessively leaded, lined, soldered copper scrap; brasses and bronzes; excessive oil content; iron and non-metallics; copper tubing with other than copper connections or with sediment; copper wire from burning, containing insulation; hair wire; burnt wire which is brittle; and should be reasonably free of ash. Hydraulically briquetted copper subject to agreement.

Clove—No. 1 COPPER WIRE MODULES

Shall consist of No. 1 bare, uncoated, unalloyed copper wire scrap modules, chopped or shredded, free of tin, lead, zinc, aluminum, iron, other metallic impurities, insulation, and other foreign contamination. Minimum copper 99%. Gauge smaller than No. 18 B & B wire and hydraulically compacted material subject to agreement between buyer and seller.

Cobra—No. 2 COPPER WIRE MODULES

Shall consist of No. 2 unalloyed copper wire scrap modules, chopped or shredded, minimum 97% copper. Maximum metal impurities not to exceed 0.80% aluminum and 1% each of other metals or insulation. Hydraulically compacted material subject to agreement between buyer and seller.

Cocoa—COPPER WIRE MODULES

Shall consist of unalloyed copper wire scrap modules, chopped or shredded, minimum 99% copper. Shall be free of excessive insulation and other non-metallics. Maximum metal impurities as follows:

Item Code Word	Item
	Aluminum — .08%
	Tin — .28%
	Nickel — .05%
	Antimony — .01%
	Iron — .05%

Hydraulically compacted material subject to agreement between buyer and seller.

Dream—LIGHT COPPER

Shall consist of miscellaneous, unalloyed copper scrap having a nominal 92% copper content (minimum 88%) as determined by electrolytic assay and shall consist of sheet copper, gutters, downspouts, kettles, boilers, and similar scrap. Should be free of the following: Burnt hair wire; copper dust; plating racks; grindings; copper wire from burning, containing insulator; radiators, fire extinguishers; refrigerator units; electrotype shells; coverings; excessively oxidized, lined, soldered scrap; brasses and bronzes; excessive oil, iron and non-metals; and should be reasonably free of ash. Hydraulically agglomerated copper subject to agreement. Any items excluded in this grade are also excluded in the higher grades above.

Drink—REFINERY BRASS

Shall contain a minimum of 81.5% copper and maximum 5% iron and to consist of brass and bronze solids and turnings, and alloyed and contaminated copper scrap. Shall be free of insulated wire, grindings, electrotype shells and non-metals. Hydraulically briquetted material subject to agreement.

Drove—COPPER-BEARING SCRAP

Shall consist of miscellaneous copper-containing scrapings, grindings, shims, iron brass and copper, residues and slugs. Free of insulated wire; copper dichloride; unprepared tangled material; large motors; pyrophoric materials; asbestos brake linings; furnace bottoms; high lead materials; graphite crucibles; and noxious and explosive materials. Fine powdered material by agreement. Hydraulically briquetted material subject to agreement.

Druid—INSULATED COPPER WIRE SCRAP

Shall consist of copper wire scrap with various types of insulation. To be sold on a sample or recovery basis, subject to agreement between buyer and seller.

Ebony—COMPOSITION OR RED BRASS

Shall consist of red brass scrap, valves, machinery bearings and other machinery parts, including miscellaneous castings made of copper, tin, zinc, and/or lead. Should be free of semi-red brass castings (70% to 81% copper); railroad car boxes and other similar high-lead alloys; cocks and faucets; dental water meters; gates; pot pieces; ingots and burned brass; aluminum, silicon, and manganese bronzes; iron and non-metals. No piece to measure more than 12" over any one part or weigh over 100 lbs.

Enerv—RED BRASS COMPOSITION TURNINGS

Shall consist of turnings from red brass composition material and should be sold subject to sample or analysis.

Eske—GENUINE BABBITTLINED BRASS BUSHINGS

Shall consist of red brass bushings and bearings from automobiles and other machinery, shall contain not less than 12% high tin-base babbitt, and shall be free of iron-backed bearings.

Eslend—HIGH GRADE-LOW LEAD BRONZE SOLIDS

It is recommended these materials be sold by analysis.

Esue—HIGH LEAD BRONZE SOLIDS AND BORINGS

It is recommended that these materials be sold on sample or analysis.

Item Code Word	Item
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Engel—MACHINERY OR HARD BRASS SOLIDS

Shall have a copper content of not less than 70%, a tin content of not less than 5%, and a lead content of not less than 0%—not more than 11%, and total impurities, exclusive of zinc, antimony, and nickel of not more than 0.75%; the antimony content not to exceed 0.50%. Shall be free of lined and unlined standard red car boxes.

Erin—MACHINERY OR HARD BRASS BORINGS

Shall have a copper content of not less than 70%, a tin content of not less than 0%, and a lead content of not less than 0%—not more than 11%, and the total impurities, exclusive of zinc, antimony, and nickel of not more than 0.75%, the antimony content not to exceed 0.50%.

Fence—UNLINED STANDARD RED CAR BOXES (CLEAN JOURNALS)

Shall consist of standard unlined and/or sweated railroad boxes and unlined and/or sweated car journal bearings, free of yellow boxes and iron-backed boxes.

Ferry—LINED STANDARD RED CAR BOXES (LINED JOURNALS)

Shall consist of standard babbitt-lined railroad boxes and/or babbitt-lined car journal bearings, free of yellow boxes and iron-backed boxes.

Grape—COCKS AND FAUCETS

Shall consist of mixed clean red and yellow brass, including chrome or nickel-plated, free of gas cocks, beer faucets, and aluminum and zinc base die cast material, and to contain a minimum of 85% semi-red.

Henry—YELLOW BRASS SCRAP

Shall consist of brass castings, rolled brass, rod brass, tubing and miscellaneous yellow brasses, including plated brass. Must be free of manganese-bronze, aluminum-bronze, unsweated radiators or radiator parts, iron, excessively dirty and corroded materials.

Ivory—YELLOW BRASS CASTINGS

Shall consist of yellow brass castings in crude shape, no piece to measure more than 12 inches over any one part; and shall be free of brass forgings, silicon bronzes, aluminum bronzes and manganese bronzes, and not to contain more than 15% nickel plated material.

Label—NEW BRASS CLIPPINGS

Shall consist of the clippings of new uncoated yellow brass sheet or plate, to be clean and free from foreign substances and not to contain more than 10% of clean brass punchings under ¼ inch. To be free of Muntz metal and naval brass.

Lace—BRASS SHELL CASES WITHOUT PRIMERS

Shall consist of clean fired 70/30 brass shell cases free of primers and any other foreign material.

Lady—BRASS SHELL CASES WITH PRIMERS

Shall consist of clean fired 70/30 brass shell cases containing the brass primers and which contain no other foreign material.

Lake—BRASS SMALL ARMS AND RIFLE SHELLS, CLEAN FIRED

Shall consist of clean fired 70/30 brass shells free of bullets, iron and any other foreign material.

Lamb—BRASS SMALL ARMS AND RIFLE SHELLS, CLEAN MUFFLED (POPPED)

Shall consist of clean muffled (popped) 70/30 brass shells free of bullets, iron and any other foreign material.



RECORD RETENTION PROGRAM

	YEARS
General Correspondence	1
1. Correspondence-Legal & Proprietary Matters	P*
Safety and Environmental Documents:	
1. Employee medical records	30
2. Personnel exposure records (e.g. air monitoring, hearing tests, MSDS)	30
3. OSHA 300/200 Log and related documentation	5
4. Environmental site files including insurance claims	P*
5. Hazardous waste manifests	5
6. Monitoring and testing data	30
7. Permit applications and supporting data	30
8. Due Diligence Information	30
9. Consent Agreements and Agency correspondence	30
Manufacturing:	
1. Lab test reports	20
2. Product tooling, design, specifications and research data	20
3. Engineering change requests	10
4. Engineering change notices	10
5. Work orders	3
6. Bills of material	2
7. Safety related tests and inspection reports for existing products	5
Quality Control and Inspection:	
1. Inspection and test records	P*
2. Customer service records	10
3. Equipment and instrument calibration records	10
4. Material substitution records	10
5. Supplier quality data	10
6. Returned goods records	10
7. Customer complaints	3
8. Summary of customer complaints	5
Traffic and Transportation:	
1. Freight bills	3
2. Bills of lading, waybills	2
3. Freight claims	2 years after settlement
4. Rates and tariffs	1 year after superseded
Sales and Marketing:	
1. Catalogs and price lists	P*
2. Advertising copy and marketing programs	5
3. Copies of packaging materials and instructions	5
4. Customer order files	4
5. Customer correspondence files	4
6. Salesperson's reports	2
7. Sales department copies of invoices	7
8. Rebate and co-op advertising programs	6
9. Exporter's certificate of origin and information necessary to prepare Certificates for exports to or imports from Canada	5

Revised 11/11/03

P* stands for Permanent



RECORD RETENTION PROGRAM

	YEARS
Credit Files Relating to Customer:	
1. Application for credit, approval forms, qualification reports	1 year after account becomes inactive
2. Collection litigation files	7 years after legal settlement
3. Correspondence regarding collection	2
4. Customer financial statements	Until superseded
5. Guarantees and subordination agreements	3 after termination and settlement of account
6. Security agreements and financing statements	3 after satisfaction
Procurement Material Control:	
1. Purchase order register	7
2. Vendor files (requisitions, purchase orders, quotations, correspondence)	7
3. Inventory control reports	3
4. Production schedules	1
Payroll Documents:	
1. Employee earnings record	P*
2. Labor distribution cost records	7
3. Payroll registers (gross and net)	7
4. Unclaimed wage records	7
5. Employee deduction authorizations	At least 7 after final year of deduction
6. Assignments, attachments and garnishments	7 after payment or settlement
7. Time cards and sheets	7
Plant and Property Records:	
1. Original purchase, sale or lease agreement of plant facility	P*
2. Correspondence, property deeds, easements, licenses, rights of way and miscellaneous documents pertaining to sold plant facilities	10 plus written approval from Corporate Attorney
3. Property insurance policies	P*
4. Fixed asset ledgers (year-end runs)	P*
5. Mortgages	P*
6. Records relating to plant waste (non-hazardous)	3
7. Plant inspection and safety audit reports (unless covered elsewhere)	3
Accounting and Finance:	
(*Accounting, the Corporate Controller will issue a directive outlining the specific years to be destroyed).	
1. Annual audited financial statements	P*
2. General ledgers	10+
3. Journal entries and supporting documentation	7+
4. Annual audit work paper package	7+
5. Monthly financial statements	7+
6. Bank statements and cancelled checks	7+
7. Original copies of accounts payable invoices and employee expense Reports:	
a. Normal trade payables	7+
b. Freight bills	3+

Revised 11/11/03

P* stands for Permanent



RECORD RETENTION PROGRAM

	YEARS
8. Accounts receivable invoices	4+
9. Accounts receivable cash receipts files	4+
10. Annual plans and budgets	3
11. Strategic plans	2 years after termination of plan period
12. Census bureau and other government surveys	7
13. Physical inventory records	7+
14. Capital appropriation requests	1 year after post completion review
Insurance Records:	
1. All policies, including workers compensation, product liability, Umbrella, property, fidelity and crime, general liability, etc.	P*
2. Certificates:	
a. Issued on behalf of Company	3
b. Issued to Company	P*
3. Group insurance plans:	
a. Active employees	P*
b. Retirees	P*
4. Audits or adjustments	2 after final adjustment
5. Claims files (including correspondence, medical records, injury, documentation, etc.)	
a. Workers compensation	30
b. Product Liability	7 years after settlement
c. First party	"
d. Other third party	"
e. Long term disability	P*
f. Group life	7 years after death
6. Release/settlements	25
7. Inspections	3
8. Loss runs	10
9. Annual loss summaries	10
10. Journal entry support data	7
Pension Documents and Supporting Employee Data:	
1. Pension plans and all amendments thereto	P*
2. Pension plan determination letters	P*
3. Records of employee service and eligibility for pension (including hours worked and any breaks in service)	P*
4. Required personal information on employees and former employees (including name, address, social security number, period of employment, etc.)	P*
5. Records of plan administrator setting forth authority to pay	P*
6. Reports of pensions or pension plans filed with the Department of Labor or the Internal Revenue Service	P*
Human Resources:	
1. Original union agreements, where applicable	P*
2. Records showing employee exposure to potentially hazardous substances	P*

Revised 11/11/03

P* stands for Permanent



RECORD RETENTION PROGRAM

	YEARS
3. Medical histories or health data	P*
4. General earnings records	P*
5. Employee's personal records, including individual attendance records, application forms, performance evaluations, termination papers, exit interview records, withholding information, garnishments, test results, etc.	7 after termination
6. Individual contracts of employment	7 after termination
7. Commissions/bonuses, incentives, awards, etc.	7
8. General attendance records	7
9. Job descriptions	3 after superseded
10. Safety or injury frequency reports	10
11. Affirmative action programs	5 after superseded
12. EEO-1 and EEO-2 Employer Information Reports	2 after superseded or filing, whichever is longer
13. Applications, resumes, results or pre-employment physicals, and related correspondence (non-hired applicants) a. Advertised job openings b. Unsolicited applications and resumes	1 year from date of non-hire decision 90 days

Revised 11/11/03

P* stands for Permanent

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF ILLINOIS

IN RE:

CHEMETCO INC

Debtor.

LAURA GRANDY, TRUSTEE

Plaintiff,
v.

WOLVERINE TUBE INC

Defendant.

In Proceedings
Under Chapter 7

No. BK 01-34066

No. ADV 03-3407

ORDER

MEYERS, KENNETH J., Judge

TYPE OF ACTION: Complaint to Recover Money/Property

COUNSEL FOR PLAINTIFF: Laura Grandy

COUNSEL FOR DEFENDANT: Jeremy Retherford, W. Clark Watson

Case called for Pretrial hearing and the parties appear by their respective attorneys.

1. All discovery shall be completed on or before the 1st day of June, 2004.
2. The case is scheduled for trial on the 7th day of June, 2004 at 9:00 a.m./p.m.
Trial to be held at E. St. Louis - Benton Alton. No further notice of trial setting will be given.

3. The parties shall mark all exhibits prior to trial and shall prepare sufficient copies of the exhibits for all parties to refer to at trial, plus one copy each for the Judge, Law Clerk and Courtroom Deputy. The parties shall exchange all exhibits at least five (5) days prior to trial. Each party shall prepare and submit at the time of trial a written statement as to each exhibit indicating whether the party objects to the exhibit and, if so, the nature of the objection.

4. The parties shall exchange the names of all witnesses intended to be called at trial at least five (5) days prior to trial.

5. The parties shall prepare and submit at least five (5) days prior to trial proposed findings of fact, conclusions of law and briefs in support of their respective positions. The briefs shall contain a statement which outlines the burden of proof on each issue, who has the burden of proof, and why the burden of proof has or has not been sustained. Counsel should be aware that this Court may decide the matter at the time of trial and will not, except under extraordinary circumstances, permit the submission of additional briefs following the date of trial.

6. 2 (hours) (days) estimated for trial.

7. The parties shall meet within 90 days of the date of this order and discuss the possible settlement of this case and shall report to the Court in writing within five (5) days after such meeting concerning the status of the case and progress of any settlement negotiations.

8. This case will only be continued and removed from the trial docket for good cause shown. Proceedings in other courts, whether federal or state, scheduled after the date of this order, may not be used as grounds constituting good cause for the continuance of this case.

9. Any motion for summary judgment filed less than 30 days prior to trial will be heard at trial.

10. All parties shall have available at trial, in person or by phone, a person with authority to enter into binding settlement negotiations.

11. F.R.B.P. 7026 does not apply.

12. Other orders:

ENTERED: 1/14/04

[Signature]
U.S. BANKRUPTCY JUDGE

WTI 0057

WTI-TC 0036

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF ILLINOIS

LAURA GRANDY, TRUSTEE
FOR CHEMETCO INC

CAUSE NO. 03-3452 (01-34066)

Vs

WOLVERINE TUBE (CANADA) INC

DATE: January 14, 2004
PLACE: East St Louis

CHAPTER: 7

PRESENT: Honorable Kenneth J. Meyers, U.S. Bankruptcy Judge

COUNSEL FOR
PLAINTIFF: Laura Grandy

COUNSEL FOR
DEFENDANT: Jeremy Retherford
W. Clark Watson

MINUTE ORDER IN CHAMBERS ()

PROCEEDINGS: Objection to Motion to Dismiss Adversary Proceeding

MINUTES OF COURT: Case is called for hearing on the Objection to Motion to Dismiss. Mary Lopinot appears on behalf of the plaintiff, Laura Grandy, and Clark Watson appears as counsel for the defendant, Wolverine Tube (Canada) Inc. Counsel report the Objection to Motion to Dismiss resolved. Mary Lopinot makes an oral motion to voluntarily dismiss the Complaint to Recover Money/Property. The oral motion is Granted and the complaint is Dismissed.

Wayne A. Baggert
Clerk of Bankruptcy Court

By: /s/ Kathleen McCallister
Deputy Clerk

NOTE: THESE WRITTEN MINUTES ARE A CLERICAL ENTRY OF THE COURT PROCEEDINGS FOR RECORD KEEPING PURPOSES ONLY. THEY ARE NOT AND SHOULD NOT BE CONSTRUED AS THE ORDER OF THE COURT, WHICH WAS ORALLY DELIVERED. CONSULT THE TRANSCRIPT OF PROCEEDINGS FOR THE ACTUAL ORDER.

CLOSED

**U.S. Bankruptcy Court
Southern District of Illinois (East St Louis)
Adversary Proceeding #: 03-03452**

Assigned to: Honorable Kenneth J. Meyers
Related BK Case: 01-34066
Related BK Title: Chemetco Inc
Demand:
Nature of Suit: 454

Date Filed: 11/11/03
Date Terminated: 01/14/2004

Plaintiff

Laura K. Grandy
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V.

Defendant

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LEAD ATTORNEY

Filing Date	#	Docket Text
11/11/2003	1	454 (Recover Money/Property): Complaint by Laura K. Grandy against Wolverine Tube (Canada), Inc.. (Grandy, Laura) (Entered: 11/11/2003)
11/12/2003	2	4 Summons Issued to Laura Grandy. Wolverine Tube (Canada), Inc. Answer Due 12/12/2003. (br,) (Entered: 11/12/2003)
11/19/2003	3	Summons Service Executed on Wolverine Tube (Canada), Inc. 11/19/2003.. (Grandy, Laura) (Entered: 11/19/2003)
12/12/2003	4	Motion to Dismiss Adversary Proceeding Filed by W. Clark Watson on behalf of Defendant Wolverine Tube (Canada), Inc.. (br,) (Entered: 12/12/2003)
12/12/2003	5	Corrected Exhibit(s) Summary and Certificate of Service. (br,) (Entered: 12/12/2003)
12/15/2003	6	Hearing before Judge Kenneth J. Meyers on Motion to Dismiss Adversary Proceeding Filed by W. Clark Watson on behalf of Defendant Wolverine Tube (Canada), Inc (related document(s)4). Hearing scheduled for 1/14/2004 at 09:00 AM at Bankruptcy Court ESTL (kd,) (Entered: 12/15/2003)
12/17/2003	7	BNC Certificate of Mailing. No. of Notices: 4. Service Date 12/17/2003. (Related Doc # 6) (Admin.) (Entered: 12/18/2003)
12/22/2003	8	Motion to Appear Pro Hac Vice Filed by W. Clark Watson on behalf of Defendant Wolverine Tube (Canada), Inc.. (br,) (Entered: 12/22/2003)
12/22/2003	9	Motion to Appear Pro Hac Vice Filed by Jeremy Retherford on behalf of Defendant Wolverine Tube (Canada), Inc.. (br,) (Entered: 12/22/2003)
12/22/2003		Receipt Number 300 94178, Fee Amount \$200 (related document(s)8 Motion to Appear Pro Hac Vice filed by Defendant Wolverine Tube (Canada), Inc., 9 Motion to Appear Pro Hac Vice filed by Defendant Wolverine Tube (Canada), Inc.). (gb,) (Entered: 12/22/2003)
12/22/2003	10	Order Granting Motion To Appear Pro Hac Vice (Related Doc # 8) (br,) (Entered: 12/22/2003)

12/22/2003	<u>11</u>	Order Granting Motion To Appear Pro Hac Vice (Related Doc # 9) (br,) (Entered: 12/22/2003)
12/24/2003	<u>12</u>	BNC Certificate of Mailing. No. of Notices: 6. Service Date 12/24/2003. (Related Doc # 10) (Admin.) (Entered: 12/25/2003)
12/24/2003	<u>13</u>	BNC Certificate of Mailing. No. of Notices: 6. Service Date 12/24/2003. (Related Doc # 11) (Admin.) (Entered: 12/25/2003)
12/29/2003	<u>14</u>	Order for Corporate Ownership Statement. (br,) (Entered: 12/29/2003)
12/31/2003	<u>15</u>	BNC Certificate of Mailing. No. of Notices: 6. Service Date 12/31/2003. (Related Doc # 14) (Admin.) (Entered: 01/01/2004)
01/08/2004	<u>16</u>	Corporate Ownership Statement Filed by Defendant Wolverine Tube (Canada), Inc.. (br,) (Entered: 01/08/2004)
01/09/2004	<u>17</u>	Response (NO OBJECTION) to <i>Motion to Dismiss</i> Filed by Plaintiff Laura K. Grandy (related document(s) <u>4</u> <i>Motion to Dismiss</i> Adversary Proceeding filed by Defendant Wolverine Tube (Canada), Inc.). (Grandy, Laura) (Entered: 01/09/2004)
01/09/2004	<u>18</u>	Brief/Memorandum in Support Of <i>Plaintiff's Response to Defendant's Motion to Dismiss</i> Filed by Plaintiff Laura K. Grandy (related document(s) <u>17</u> Response (NO OBJECTION) filed by Plaintiff Laura K. Grandy). (Grandy, Laura) (Entered: 01/09/2004)
01/09/2004	<u>19</u>	Objection to <i>Motion to Dismiss</i> Filed by Plaintiff Laura K. Grandy (related document(s) <u>4</u> <i>Motion to Dismiss</i> Adversary Proceeding filed by Defendant Wolverine Tube (Canada), Inc.). (Grandy, Laura) (Entered: 01/09/2004)
01/09/2004	<u>20</u>	Brief/Memorandum in Support Of <i>Plaintiff's Response (objection) to Defendant's Motion to Dismiss</i> Filed by Plaintiff Laura K. Grandy (related document(s) <u>19</u> Objection filed by Plaintiff Laura K. Grandy). (Grandy, Laura) (Entered: 01/09/2004)
01/09/2004	<u>21</u>	Motion to Strike <i>Documents No. 17 and 18</i> Filed by Plaintiff Laura K. Grandy (related document(s) <u>17</u> Response (NO OBJECTION) filed by Plaintiff Laura K. Grandy, <u>18</u> Support Brief filed by Plaintiff Laura K. Grandy). (Grandy, Laura) (Entered: 01/09/2004)
01/13/2004	<u>22</u>	Order Granting Motion to Strike Document #17 and #18 Filed by the Plaintiff, (Related Doc # 21) (br,) (Entered: 01/13/2004)
01/13/2004	<u>23</u>	Certificate of Service of Order Granting Motion to Strike sent to

		Jeremy Rotherford, W. Clark Watson, and Wolverine Tube (Canada), Inc. by mail on 1/13/04, (related document(s) 22 Order on Motion to Strike). (br,) (Entered: 01/13/2004)
01/14/2004	24	Minutes of Court from 1/14/04; (related document(s) Resolved 19 Objection filed by Plaintiff Laura K. Grandy, Dismissed 1 Complaint filed by Plaintiff Laura K. Grandy, and Resolved 4 Motion to Dismiss Adversary Proceeding filed by Defendant Wolverine Tube (Canada), Inc.). (kl,) (Entered: 01/14/2004)

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